



**JASPER COUNTY COUNCIL  
COUNCIL CHAMBERS**  
Jasper County Clementa C. Pinckney Government Building  
358 THIRD AVENUE RIDGELAND, SC 29936

**JUNE 18, 2019  
RESCHEDULED MEETING AGENDA**

**4:00 P.M. – 5:30 P.M. BUDGET/AIRPORT WORKSHOP**

**5:30 P.M.**

**I. Call to Order**

**II. Executive Session**

**SECTION 30-4-70. Meetings which may be closed; procedure; circumvention of chapter; disruption of meeting; executive sessions of General Assembly.**

**(a) A public body may hold a meeting closed to the public for one or more of the following reasons:**

- (1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body; however, if an adversary hearing involving the employee or client is held, the employee or client has the right to demand that the hearing be conducted publicly. Nothing contained in this item shall prevent the public body, in its discretion, from deleting the names of the other employees or clients whose records are submitted for use at the hearing. – [County Attorney](#)**
- (2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – Section 30-4-70(a)(2) – [Dispatch Services Agreement](#), [Auditing Services](#), [Pittman v. Jasper County](#)**
- (3) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the**

area served by a public body -- Section 30-4-70(a)(5) – [Jasper Ocean Terminal \(JOT\)](#),  
[Prospect Update](#)

ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR PURPOSES OF BEGINNING THE OPEN SESSION AT ITS SCHEDULED TIME, AND COUNCIL MAY RETURN TO EXECUTIVE SESSION DISCUSSION AFTER THE CONCLUSION OF THE OPEN SESSION AGENDA ITEMS

**6:30 P.M.**

III. Return to Open Session in Council Chambers

IV. Possible Action on Items discussed in Executive Session

V. Pledge of Allegiance

VI. Invocation

VII. Approval of Agenda

VIII. Approval of the Minutes

IX. Presentations and Proclamations

A. [South Carolina House Representative Shedron Williams](#) – honoring 101 year old veteran Mr. Beckett Jenkins

B. [Katherine Daugherty](#) – Southern Carolina Regional Development Alliance (SCRDA) – June Quarterly Report

X. Open Floor to the Public per Ordinance 08-17 any citizen of the County may sign to speak before the Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes and total public input will be limited to 30 minutes

XI. Resolutions - none

XII. Ordinances

A. [Lisa Wagner](#) – Continuation of Public Hearing and 2<sup>nd</sup> reading of an [Ordinance](#) to amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 080-00-03-043 from the General Commercial Zone to the Mixed Business Zone on the Jasper County Official Zoning Map

B. [David Tedder and Danny Lucas](#) – 3<sup>rd</sup> reading of an [Ordinance](#) to amend the Jasper County Code of Ordinances, including Article IV, *Boards and Commissions* of Chapter 2, *Administration*, so as to provide a new Division 7, *Jasper County Aeronautics Commission*, including provisions regarding the appointment,

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qualifications, duties, and responsibilities of the Aeronautics Commission, and to add a new Chapter 29 to the Jasper County Code of Ordinances, *Aviation*, so as to adopt certain standards, rules and regulations, and related matters regarding the aeronautical and other activities at the Ridgeland – Claude Dean Airport, and matters related to the foregoing

C. **David Tedder** – 3rd Reading of an Ordinance to amend the Jasper County Code of Ordinances, Chapter 2, Article II, Division 3, Standing Committees, being codified as Section 2-56 through 2-60

D. **David Tedder** – Continuation of Public Hearing and 2<sup>nd</sup> Reading of an ordinance to amend Section 9-84A, Geographic Limits of the [Cherry Point Fire District](#), -as contained in Article IV of Chapter 9 of the Code of Ordinances of Jasper County, South Carolina, to reflect removal, additions, and clarifications as to the lands contained in the Cherry Point Fire Protection District, and matters related thereto, and announcement of a Public Hearing to be held at the June 17<sup>th</sup> Regular Council Meeting at 6:30 PM

E. **Kimberly Burgess** – 3rd Reading of an [Ordinance](#) Adopting the Fiscal Year 2020 Operating Budget

### **XIII. New Business**

A. **Kimberly Burgess** – Presentation of Accommodations Tax Committee Recommendations

B. **Kimberly Burgess** – Presentation of Local Accommodations and Hospitality Tax Requests

C. **Kimberly Burgess** – Presentation of Bids – Irrigation at Soccer Field

D. **Kimberly Burgess** - Presentation of proposals - Debris Monitoring

E. **Lisa Wagner** – Asbestos Study Demolition Project – Church Road

### **XIV. Old Business**

A. **Kimberly Burgess** - Presentation of Bid Award – Generator for Regional Shelter

### **XV. Council Members Comments**

### **XVI. Administrator's Report**

### **XVII. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II.**

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## **XVIII. Adjourn**

**Council may take action on any item appearing on the agenda including items discussed in executive session.**

***Special Accommodations Available Upon Request to Individuals with Disabilities***

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE: 2019-\_\_\_\_\_**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 080-00-03-043 from the General Commercial Zone to the Mixed Business Zone on the Jasper County Official Zoning Map.

**WHEREAS**, the owner of the parcel consisting of approximately 2.6 acres bearing Jasper County Tax Map Number 080-00-03-043 and is located at 208 Schinger Avenue has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the General Commercial Zone to the Mixed Business Zone and the property owner submitted that request to the Jasper County Planning Commission and County Council; and

**WHEREAS**, the Jasper County Planning Commission has concurred with the recommendations of the staff report as reflected in this Ordinance and recommends approval by Council; and

**WHEREAS**, this matter is now before the Jasper County Council for determination;

**NOW THEREFORE BE IT ORDAINED**, by the Jasper County Council in council duly convened and by the authority of the same:

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity, and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown, approximately 2.6 acres bearing Jasper County Tax Map Number 080-00-03-043, located at 208 Schinger Avenue and depicted on the Jasper County Official Zoning Map in the General Commercial Zone is hereby transferred to the Mixed Business Zone.

2. This ordinance shall take effect upon approval by Council.

\_\_\_\_\_  
**D. T. Johnson, Jr.**  
**Chairman**

**ATTEST:**

\_\_\_\_\_  
**Amanda Steinmeyer**  
**Clerk to Council**

**ORDINANCE: # 2019-\_\_**

**First Reading:** June 3, 2019

**Second Reading:** June 17, 2019

**Public Hearing:** June 17, 2019

**Adopted:** \_\_\_\_\_

\_\_\_\_\_  
Considered by the Jasper County Planning Commission at it's meeting on  
May 14, 2019 and recommended for approval.  
\_\_\_\_\_

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David Tedder**

\_\_\_\_\_  
**Date**



## Jasper County Planning and Building Services

358 Third Avenue - Post Office Box 1659  
Ridgeland, South Carolina 29936  
Phone (843) 717-3650 Fax (843) 726-7707

Lisa Wagner, CFM  
Director of Planning and Building Services  
[lwagner@jaspercountysc.gov](mailto:lwagner@jaspercountysc.gov)

### Jasper County Council Staff Report

<b>Meeting Date:</b>	June 17, 2019
<b>Project:</b>	Zoning Map Amendment – Mixed Business Request
<b>Applicant:</b>	J & G Concrete Foundation, Inc.
<b>Tax Map Number:</b>	080-00-03-043
<b>Submitted For:</b>	Public Hearing and 2 <sup>nd</sup> Reading
<b>Recommendation:</b>	Planning Commission Recommends Approval of Mixed Business

**Description:** The subject property consists of 2.6 acres and is located at 208 Schinger Avenue. The Applicant has requested a Zoning Map Amendment to have the property designated as Mixed Business (MB). The property is currently zoned as General Commercial (GC). The applicant is a contractor who specializes in concrete work and foundations. He has a storage building on site and uses the property as a lay-down yard for his equipment. The applicant would like to recycle concrete and sell rock and sand. While the lay-down yard and storage building are both allowed in the General Commercial Zoning District, recycling of concrete is not an allowed use in the General Commercial Zoning District. However, all of these uses are allowed in the Mixed Business Zoning District.

**Analysis:** The Zoning Map Amendment application and request is reviewed by considering the following factors:

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as a “Commercial Center,” where mixed use development is encouraged.
- **Adjacent Zoning:** The adjacent parcels are zoned General Commercial, Mixed Business and Industrial Development.
- **Adjacent Land Use:** Adjacent land uses are commercial and industrial.
- **Traffic and Access:** The subject property is accessed by Schinger Avenue and Pearlstine Road. Both roads are two-lane state maintained roads.

**Recommendation:** From a land use perspective, the Planning Commission recommends approval of the request for Mixed Business.

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**Attachments:**

1. Application by the applicant
2. Ordinance
3. Aerial map of property and surrounding area
4. Aerial map with zoning layer





**STATE OF SOUTH CAROLINA**

**COUNTY OF JASPER**

**ORDINANCE # 19-\_\_**

**AN ORDINANCE OF JASPER COUNTY COUNCIL**

**To amend the Jasper County Code of Ordinances, including Article IV, *Boards and Commissions* of Chapter 2, *Administration*, so as to provide a new Division 7, *Jasper County Aeronautics Commission*, including provisions regarding the appointment, qualifications, duties, and responsibilities of the Aeronautics Commission, and to add a new Chapter 29 to the Jasper County Code of Ordinances, *Aviation*, so as to adopt certain standards, rules and regulations, and related matters regarding the aeronautical and other activities at the Ridgeland – Claude Dean Airport, and matters related to the foregoing.**

**WHEREAS**, the Jasper County Aeronautics Commission (County Aeronautic Commission) was originally enabled pursuant to South Carolina Acts and Joint Resolutions Act No. 12 (1949; and

**WHEREAS**, subsequently, in recognition of the Home Rule Act, appointive powers to the County Aeronautics Commission were devolved to Jasper County in accordance with § 4-9-170 of the Code of Laws of South Carolina, (1976 as amended); and

**WHEREAS**, with recent improvements to the Ridgeland Claude Dean Airport and the use of federal funds for the improvements, it has become necessary and desirable to provide for updated provisions regarding the County Aeronautics Commission, aeronautical operations and airport standards; and

**WHEREAS**, Jasper County Council desires to adopt various amendments to the Code of Ordinances to accomplish these purposes;

**NOW THEREFORE, BE IT ORDAINED**, by the Jasper County Council duly assembled and by the authority of same:

1. Chapter 2, *Administration*, of Article IV, *Boards, Commissions and Committees*, is amended by adding a new Division 7, *Jasper County Aeronautics Commission*, attached hereto as Sections 2-216 through 2-400.
2. A new Chapter 29, *Aviation*, is added to the Jasper County Code of Ordinance, attached hereto as Sections 29-1 through 29-100.
3. The *Rules and Regulations*, *Minimum Standards for Aeronautical Services*, and *Minimum Standards for Aircraft Hanger Construction* referenced in Chapter 29, Articles III, IV, and V, are attached hereto as a collective Exhibit B and are incorporated by reference in Chapter 29 of the Jasper County Code of Ordinances.
4. Provisions of ordinances previously adopted by County Council which are not consistent with the restrictions and requirements of this Ordinance 2019-\_\_\_\_ are deemed superseded.
5. If any section, clause, paragraph, sentence or phrase of this ordinance, or the application thereof to any person or circumstances shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence, phrase or application is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence, phrase or application shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.
6. This ordinance shall take effect upon approval by Council.

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D.T. Johnson, Jr., Chairman

ATTEST:

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Amanda Steinmeyer, Clerk to Council

ORDINANCE 19- \_\_\_\_\_

First Reading: January 22, 2019

Second Reading: June 3, 2019

Public hearing: June 3, 2019

Adopted: June 17, 2019

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder      Date: \_\_\_\_\_

## **DIVISION 7.**

### **AERONAUTICS COMMISSION**

#### **Sec. 2-210. - Purpose**

The purpose of the Jasper County Aeronautics Commission (Aeronautics Commission) shall be to act in an advisory capacity to the Jasper County Council regarding aviation matters, and exercise such powers and authorities as are committed to the Aeronautics Commission pursuant to state law.

#### **Sec. 2-211. - Duties**

- (a) To forward to County Council for each fiscal year ending on June 30th, by April 30 of the following calendar year, a report of the work of the Commission for that fiscal year;
- (b) Make recommendations to the Airport Manager for the airport annual expense and revenue budget for the operation of the Ridgeland – Claude Dean Airport;
- (c) Recommend acquisition by grant, purchase, lease, condemnation or otherwise real property and rights-of-way for airport and aeronautical purposes;
- (d) Review and make recommendations on updates to the airport master plan and/or airport layout plan;
- (e) Recommend matters concerning planning and construction of new airport facilities;
- (f) Recommend plans for the maintenance and future uses of the airport;
- (g) Review with an opportunity to comment on amendments to the Airport Compatibility Overlay District (ACOD) and permit requests for matters within the ACOD;
- (h) Make recommendations on other policy and operational issues.

#### **Sec. 2-212. - Composition**

- (a) The Aeronautics Commission shall be composed of five (5) members appointed by the Jasper County Council. Each Council member shall nominate one (1) person to serve as a commission member to represent the County Council. In the event the nominated person is not appointed by the Council, the Council member shall be entitled to nominate additional persons for consideration.
- (b) The term of office for aeronautics commission members shall be three (3) years, and may serve for a total of two consecutive terms.

Notwithstanding the foregoing, in order to provide for a staggering of terms and a continuity of knowledge, two of the five appointments in the initial appointments for 2019 shall be for a term of two years. All terms shall end on December 31. Members shall serve until their successors are appointed and qualified. New appointments and vacancies for an unexpired term must be filled in the same manner as the original appointment for that seat, with the Council member who made the initial nomination for that membership seat entitled to nominate the replacement.

- (c) No member of the Aeronautics Commission shall hold an elected public office.
- (d) Members of the Aeronautics Commission shall meet the qualifications for appointments as set forth in Section 2-78 of the Code of Ordinances, may be removed by County Council for the reasons as set forth in such Section, and except as specifically provided for within this Division, are subject to the other provisions of Section 2-78.
- (e) The County Administrator, Ridgeland Town Administrator and the Airport Manager shall serve as a non-voting and ex-officio members of the Aeronautics Commission.

### **Sec. 20-113. - Training**

Within three (3) months of the member's appointment and at such other times as may be required by county council, the member shall attend a training session provided by the county on the topics of meeting procedures, fiduciary duties, airport policy, aviation policy and other responsibilities and duties of a commission member.

### **Sec. 2-214. - Compensation**

The members of the aeronautics commission shall not receive any compensation for their services. However, members shall be reimbursed or otherwise provided for when attending conferences, training, etc. as may be approved by the county administrator.

### **Sec. 2-215. - Meetings**

- (a) The aeronautics commission shall meet quarterly, and at other times at the call of the commission chairman or by any two members upon actual notice to each member and posting and notice in accordance with the South Carolina Freedom of Information Act.
- (b) During the 1<sup>st</sup> meeting in January of each year, the membership shall elect from its membership a chairman, vice chairman and

secretary. At that meeting, a schedule of regular quarterly meetings will be adopted, including the date for the 1<sup>st</sup> meeting in January of the following year. The names of the officers and a copy of the meeting schedule shall be forwarded to the clerk to council.

- (c) The commission may adopt meeting procedures for the conduct of its meetings which meet the requirements of the South Carolina Freedom of Information Act; unless specific modifications are adopted, the procedures provided for by *Robert's Rules of Order*, latest edition, as adjusted therein for meetings of small boards, shall be used by the commission.
- (d) A member of the commission who misses three (3) consecutive meetings of the commission during the calendar year shall be promptly reported to county council.
- (e) A majority of voting members must be present in person to constitute a quorum and vote on matters; participation and voting by video or telephone is allowed provided such is in accordance with the South Carolina Freedom of Information Act and an in-person quorum is maintained.
- (f) Matters shall be determined by majority vote unless otherwise provided by law.
- (g) The meeting place shall be as provided for by the county administrator.

#### **Sec. 2-116. - Records and Reports**

- (a) The aeronautics commission shall maintain records of its meetings and shall forward copies of the minutes of each meeting to the county council within thirty (30) calendar days of each meeting. The minutes shall reflect the date of the meeting, the members present and the business considered and decided. The commission secretary shall prepare the minutes of each meeting and forward them to the office of the county Clerk to Council for distribution to county council.
- (b) The commission shall timely provide, in addition to the annual report required by Section 2-211 (a), such other reports as requested by county council concerning its activities.

#### **Sec. 2-117. - Freedom of Information**

The Jasper County Aeronautics Commission is a public body within the meaning of Section 30-4-10, et seq., of the Code of Laws of South Carolina of 1976, as amended, also known as the Freedom of Information Act and,

as such, is required to provide public notice of its meetings and agendas and to attempt to notify the press thereof as required by the Act.

**Sec. 2-118. - Legal Counsel**

In the event the aeronautics commission requires the advice of legal counsel, the commission shall first contact the county administrator to request the legal services of the county attorney. If for any reason, the county attorney is unable to advise or represent the commission, the county attorney shall so advise the commission, county administrator and county council. The county council, upon recommendation by the county administrator, may provide substitute counsel, if deemed necessary by county council.

**Sec. 2- 119 through 2-400.** Reserved.

## **Jasper County, South Carolina Code of Ordinances**

### **Chapter 29 – Aviation**

#### **Article I. – In General**

##### **Sec. 29-1. - Ownership and Authority**

- (a) Jasper County is the owner of the land structures, improvements and appurtenances of the Ridgeland Claude Dean Airport, and has the right to and does hereby regulate all commercial enterprises using the airport, whether such operations are aeronautical or non-aeronautical in nature. No commercial operation of any kind shall be conducted on the airport without specific approval, as delegated by Jasper County Council to the County Administrator.
- (b) Pursuant to South Carolina Acts and Joint Resolutions Act No. 12 (1949), The General Assembly of South Carolina created the Jasper County Aeronautics Commission (“County Aeronautics Commission”), which, among other things, provides that certain powers and authorities are granted to the Commission, and that these powers and authorities extended are cumulative and in addition to all powers and authorities said Commission may have by virtue of the provisions of any other Act, Statute or law.
- (c) Pursuant to Section 4-9-70 of the Code of Laws of South Carolina (1976 as amended), County Council has the appointive powers for all boards committees and commissions whose appointment is not provided for by general law or the Constitution; accordingly County Council has provided for appointments to the Jasper County Aeronautics Commission in Chapter 2, Article IV, Division 7 (being Sections 2-210 et seq. of the codified Jasper County Code of Ordinances), as well as certain other matters related to the Jasper County Aeronautics Commission.
- (d) Jasper County has delegated certain powers regarding operation and other matters of the Jasper County Claude Dean Airport to the County Aeronautics Commission or the County Administrator, as set forth hereinafter and other Sections of the Code of Ordinances, including Chapter 29 of the Jasper County Code of Ordinances.

## **Sec. 29-2. - Applicability**

- (a) All ordinances of the county shall be and are hereby made applicable to Ridgeland – Claude Dean Airport and shall be enforceable as if the airport were situated entirely within the unincorporated limits of Jasper County, South Carolina pursuant to the authority of South Carolina Code of Laws 55-9-30, *Establishment of Airports*.
- (b) All law enforcement powers of the sheriff's department to enforce the laws of Jasper County, the State of South Carolina and the United States of America are hereby confirmed to apply to airport facilities, pursuant to the authority of South Carolina Code of Laws 55 – 9 – 360, *Administration and Enforcement of Airport Regulations*.
- (c) This chapter shall apply to all prospective and current users and tenants of the Ridgeland – Claude Dean Airport and all improvements thereon.

## **Sec. 29-3. – Statement of Policy**

- (a) Jasper County and the County Aeronautics Commission shall provide at the Ridgeland – Claude Dean Airport a fair and reasonable opportunity, without unlawful discrimination, to applicants to qualify or otherwise compete, for available airport facilities and the furnish selected aeronautical activities subject to the minimum standards established by the county. The county has the right to revise ordinances and resolutions, from time to time, relating to:
  - (1) The Jasper County Aeronautics Commission
  - (2) Rules & Regulations
  - (3) Minimum Standards for Aeronautical Services
  - (4) Minimum Standards for Aircraft Hangar Construction
  - (5) Airport Compatibility Overlay District
- (b) These standards, among other things, set forth the minimum requirements to be met by individuals, groups, or organizations seeking to use or conduct aeronautical activities at the airport.
- (c) The county's objectives in adopting these standards are to protect the level and quality of aeronautical activities offered to the public, and to encourage the development of quality aeronautical services and facilities at the airport. All operators, being defined as any person, firm, partnership, corporation, association or group providing any one or a combination of aeronautical services to or

for aviation users at the Airport, are encouraged to exceed the minimums.

- (d) Prior to starting any operation(s), a potential operator must enter into a written contract with the county. The contract will cite the terms and conditions under which the aeronautical activities will be conducted on the airport, including, but not limited to, the term of the agreement, the fees and charges, and the rights and obligations of the respective parties.
- (e) The granting of such right or privilege, however shall not be construed to extend to any operator or prospective operator any exclusive or continuing right of use of the premises or facilities of the airport, other than those premises leased exclusively to the operator, for the term of the lease, and then only to the extent in the written lease.
- (f) Lease terms shall not exceed fifty (50) years. However, the standard term shall be twenty (20) years plus possible option(s) totaling ten (10) years. Improvements, structures or facilities built, to be built, constructed, or placed upon the airport shall revert to the county upon termination of the lease or contract with the county.

#### **Sec. 29-4. – Finances**

- (a) County Council may appropriate to the airport such sums of money deemed necessary for acquiring, establishing, developing, operating, maintaining and controlling the airport.
- (b) Airport fees shall be set forth in the fee schedule adopted by County Council Resolution from time to time.
- (c) The County Administrator shall set the airport fuel and consumable prices, after consultation with the airport manager.
- (d) All revenues derived from the airport must be obligated to expenses incurred at or on behalf of the airport.

#### **Sec. 29-5. - Waivers**

- (a) The county may waive all or any portion of these standards for the benefit of governmental agencies performing public services for:
  - 1. The general public in time of emergency
  - 2. Emergency medical or rescue services to the public
  - 3. Fire prevention or firefighting operations

- (b) Waivers by the County may be made by Resolution, or by the exercise of authority delegated to the County Administrator by County Council.

**Sec. 29-6 through 29-15. Reserved.**

**Article II. – Jasper County Aeronautics Commission**

**Sec. 29-16. Authority.**

- (a) In accordance with state law and as provided in Section 29-1 above, the Jasper County Aeronautics Commission has been created and empowered in regards to the operation, maintenance and control of the Ridgeland Claude Dean Airport. Provisions regarding such are found in Chapter 2, Article IV, Division 7 of the Code of Ordinances.
- (b) Pursuant to the powers and authorities provided to Jasper County, and as owner of the Ridgeland Claude Dean Airport, Jasper County hereby adopts the following Articles regarding Rules and Regulations, Minimum Standards for Aeronautical Services, and Minimum Standards for Hangar Construction. Provisions regarding the Airport Compatibility Overlay District have previously been adopted and are set forth in Section 8.3 of Appendix A of the Jasper County Code of Ordinances.

**Sec. 29-17 through 29-20. Reserved.**

**Article III. – Rules & Regulations**

**Section 29-21.**

- (a) County Council hereby adopts by reference *Rules & Regulations*, May 7, 2019 edition.
- (b) A copy of such *Rules & Regulations*, May 7, 2019 edition shall be maintained in the office of the county Clerk to Council and in the office of the airport manager.

- (c) County Council may amend the *Rules & Regulations* by resolution adopted by County Council from time to time.

**Sec. 29-22 through 29-25. Reserved.**

#### **Article IV. – Minimum Standards for Aeronautical Services**

##### **Section 26.**

- (a) County Council hereby adopts by reference *Minimum Standards for Aeronautical Services*, May 8, 2019 edition.
- (b) A copy of such *Minimum Standards for Aeronautical Services*, May 8, 2019 edition shall be maintained in the office of the county Clerk to Council and in the office of the airport manager
- (c) County Council may amend the *Minimum Standards for Aeronautical Services*, by resolution adopted by County Council from time to time.

**Sec. 29-27 through 29-30. Reserved.**

#### **Article V. – Minimum Standards for Aircraft Hangar Construction**

##### **Section 29-31.**

- (a) County Council hereby adopts by reference *Minimum Standards for Aircraft Hangar Construction*, May 10, 2019 edition.
- (b) A copy of such *Minimum Standards for Aircraft Hangar Construction*, May 10, 2019 edition shall be maintained in the office of the county Clerk to Council and in the office of the airport manager.
- (c) County Council may amend the *Minimum Standards for Aircraft Hangar Construction* by resolution adopted by County Council from time to time.

**Sec. 29-32 through 29-35. Reserved.**

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## **Article VI. – Airport Compatibility Overlay District**

### **Section 29-36.**

- (a) County Council has previously adopted maps, terms and conditions for the Airport Compatibility Overlay District by Ordinance dated April 7, 2014, codified at Section 8.3 of Appendix A of the County Code of Ordinances.
- (b) The provisions of the Airport Compatibility Overlay District standards may be amended from time to time by ordinance adopted by County Council pursuant to provisions of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended.

**Sec. 29-37 through 29-100. Reserved.**

# **RULES & REGULATIONS**

## **RIDGELAND — CLAUDE DEAN AIRPORT**

***May 7, 2019***

**Ridgeland, South Carolina**



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## **PREAMBLE**

### **THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA**

**BEING THE OWNER**, and in a position of responsibility for the administration of the Ridgeland – Claude Dean Airport,

Therefore, it is desirable and necessary to promulgate uniform Rules and Regulations pertaining to the use of Ridgeland – Claude Dean Airport,

Pursuant to Title 49 United States Code, Public Law 97 – 248, Airport and Airway Improvement Act of 1982; as amended and pursuant to the authority vested in the County of Jasper by the South Carolina Code of Laws, Title 55, Aeronautics, as amended,

Therefore, Jasper County South Carolina has the authority to adopt rules and regulations for the management, regulation, operation and use of said airport property.

Copies of such Rules and Regulations shall be made available to all parties, to whom these Rules and Regulations apply, including fixed base operations, aeronautical service providers, hangar owners, tenants and users. Copies will also be available online and at the office of the Airport Manager and at the office of the County Administrator.

## CHAPTER I

### GENERAL

#### SECTION 1.1 DEFINITIONS

The following definitions shall apply to these Rules & Regulations:

**Aerobatic Flight** — intentional maneuver involving an abrupt change in an aircraft's attitude, an abnormal attitude or abnormal acceleration not necessary for normal flight.  
*Reference: 14 CFR 91.303 Aerobatic Flight*

**Aeronautical Activity** – any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following:

General and corporate aviation;

Air taxi and charter operations;

Scheduled and non-scheduled air carrier operations;

Pilot training;

Aircraft rental and sightseeing;

Aerial photography;

Crop dusting;

Aerial advertising and surveying;

Aircraft sales and service;

Aircraft storage;

Sale of aviation petroleum products;

Repair and maintenance of aircraft;

Sale of aircraft parts;

Parachute or ultralight activities;

and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities such as model aircraft and model rocket operations, are not aeronautical activities.

**Aeronautical Service** — any service which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the airport.

**Aeronautics Commission** — the advisory body empowered to recommend policy to the Jasper County Council.

**Aircraft** – a device that is used or intended to be used for flight in the air; as defined by Code of Federal Regulations (14 CFR 1.1).

**Air Operations Area, (AOA)** – that portion of the Airport designated for use by aircraft and includes all runways, taxiways, taxi lanes, ramps and aprons. (Airside)

**Airport** – includes all buildings, facilities, property, including easements and rights of way belonging to the Ridgeland – Claude Dean Airport and also including areas not used for aeronautical purposes.

**Airport Manager** – the person appointed by Jasper County to have immediate supervision of the Airport under the authority and direction of said Jasper County.

**Aviation Related Repair Services** – actual physical work performed on an aircraft, aircraft engine or component or avionics system.

**Aviation Related Repair Services (PRIVATE)** – work performed by an individual or company on a single aircraft; or for a single owner of multiple aircraft in any given calendar year. Construction or restoration of an aircraft by an approved club or individual is considered to be private aviation work. Flight instruction, FAA certified examinations, and inspection of aviation related work performed by others is considered private aviation related services.

**Aviation Related Repair Services (PUBLIC)** – work performed on more than one aircraft or for more than one aircraft owner in any given calendar year. Public aviation work includes any aviation work offered from a public office or building open to the public located on the airport property.

**Business** - a commercial or industrial enterprise that is located physically on the airport property, for the purpose of providing services to the public.

**Business Flight Department** – an enterprise on airport property providing in-house aeronautical services and facilities not for public use.

**Commercial Operating Agreement** – a written agreement with the Airport to conduct an aeronautical activity or service or a business enterprise, as defined herein, on the airport.

**Emergency Vehicle** – a law enforcement or fire vehicle, ambulance, or any vehicle conveying an authorized airport official or employee in response to an emergency call.

**FAA** – the Federal Aviation Administration.

**Fixed Base Operator (FBO)** – any person authorized by Jasper County Government to offer aeronautical services; as defined in the Minimum Standards For Airport Aeronautical Services, at the Airport as a tenant, sub-tenant, or by permit.

**Lease** – the right to conduct commercial, aeronautical or agricultural activities on the Airport as defined within the parameters of the established Minimum Standards.

**Lessee/Tenant** – a person who leases or rents something from someone. A lessee of land is a tenant, meaning a person who holds land or a building by rent or lease.

**Minimum Standards** – the standards that are adopted by Jasper County Council, as amended from time to time, the minimum requirements to be met by a tenant, sub-tenant or proposed tenant as a condition for the right to provide aeronautical services to the public and non-public at the airport.

**Model Aircraft** – an un-manned aircraft that is capable of sustaining flight in the atmosphere, flown within visual sight of the person operating the aircraft and flown for hobby or recreation purposes; as defined in the Code of Federal Regulations *14 CFR 1.1 Definitions & Abbreviations*.

**Model Rocket** – means an amateur rocket; as defined and regulated in Code of Federal Regulations *14 CFR 101 Subpart C Amateur Rockets*.

**Operator** – any person, firm, partnership, corporation, association or group providing any one or a combination of aeronautical services to or for aviation users at the Airport.

**Owner** – the Jasper County Council, may, at its discretion, delegate operation, certain review and/or approval authority, as outlined in these Rules & Regulations.

**Person** – any individual, firm, partnership, corporation, company, association or any other legal entity, and includes any director, trustee, receiver, agent or similar representative.

**Pilot** – any person who is physical responsible for the control of an aircraft.

**Pilot in Command** – person who has final authority and responsibility for the operation and safety of the flight, has been designated as pilot in command before or during the flight and holds the appropriate category, class and type rating; if appropriate, for the conduct of the flight; as defined by the Code of Federal Regulations *14 CFR 1.1 Definitions & Abbreviations*.

**Self – Fueling** – the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference.

In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees include activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner under Title 14 Code of Federal Regulations Part 43. *Reference: FAA Airport Compliance Manual - Order 5190.6B Appendix C, Appendix 1(o)*

**Self – Service** - using a self-service fuel pump made available by the Airport, an FBO or an aeronautical service provider. *Reference: FAA Airport Compliance Manual - Order 5190.6B Appendix C, Appendix 1(o)*

**Shall** – means mandatory.

**Sponsor** – the owner of the airport; meaning Jasper County Council.

**Taxiways** – those defined paved paths so designated by Airport Management connected to a runway and thereby serving all aircraft based on or using the Airport and essential to the use and operation of the airport.

**Joint Private Taxi Lane** – those uncontrolled movement areas serving hangars and connecting to a public taxiway, and thereby are not entirely essential to the use and operation of the Airport.

**Private Taxi Lane** – those uncontrolled movement areas serving only one hangar and connecting to a joint private taxi lane, or to a public taxiway and thereby not essential to the use and operation of the airport.

**Ultralight Vehicle** - refers to ultralights meeting the applicability for operations under Part 103. For the purposes of this Minimum Standard, an ultralight vehicle is a vehicle that:

- a) Is used or intended to be used for manned operation in the air by a single occupant;
- b) Is used or intended to be used for recreation or sport purposes only;
- c) Does not have any U.S. or foreign airworthiness certificate; and
- d) If unpowered, weighs less than 155 pounds; or
- e) If powered:
  - Weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation;
  - Has a fuel capacity not exceeding 5 U.S. gallons;
  - Is not capable of more than 55 knots calibrated airspeed at full power in level flight; and
  - Has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

Such ultralight vehicles also include motorgliders, powered parachutes, paramotors, paragliders, etc.

**Unmanned Aircraft Systems (UAS)** – commonly known as “Drones” defined and operated under Code of Federal Regulations *14 CFR Part 101 or 14 CFR Part 107*.

**Vehicle** – all motorized and non-motorized conveyances; except aircraft.

## **SECTION 1.2            ABBREVIATIONS**

Code of Federal Regulations	CFR
Federal Aviation Administration	FAA
Fixed Base Operator	FBO
Notice to Airman	NOTAM
National Fire Protection Act	NFPA

## **SECTION 1.3            JURISDICTION**

These Rules & Regulations shall apply to all users and tenants of Ridgeland – Claude Dean Airport and all improvements thereon. Any entry upon or use of the Airport or any part thereof whether with expressed permission or without is conditioned upon compliance with these Rules and Regulations; entry upon the Airport by any person shall be deemed to constitute an agreement by such person to comply with said Rules & Regulations as well as any applicable rules and regulations of the Federal Aviation Administration, the South Carolina Aeronautics Commission and Jasper County South Carolina.

## **SECTION 1.4            VIOLATIONS**

Violations of Airport Rules & Regulations shall be resolved or adjudicated by the appropriate authorities.

Any violation of the Rules & Regulations that result in a misdemeanor or felony charge shall be a jurisdictional matter for law enforcement.

## **SECTION 1.5            VIOLATIONS NOT INVOLVING LAW ENFORCEMENT**

- A. When a violation of these Rules & Regulations may cause revocation of an Operating Agreement, a permit and/or privileges exercised by a person on the Airport, such person shall receive written notification from the Airport Manager of such alleged violations giving the time and place and such other details as shall adequately apprise such person of the alleged violation and the proposed action by the Aeronautics Commission and/or Airport Manager.
- B. A copy of this notification shall be sent to the Chairman and the Secretary of the Aeronautics Commission.

- C. In the event the person receiving such notification desires to contest the alleged violation, or the proposed action, they shall submit a written appeal within ten (10) calendar days of receipt, or constructive delivery, of such notification to the Airport Manager, the Chairman, and the Secretary of the Aeronautics Commission. A hearing on the alleged violation will be allowed to address and hold a discussion with the Aeronautics Commission for a reasonable amount of time.
- D. The Aeronautics Commission shall furnish a written determination to the alleged violator within thirty (30) calendar days after the hearing and such determination shall be final. Any determination of the Aeronautics Commission adverse to the violator requesting the hearing shall be subject to appeal in accordance with applicable laws of the State of South Carolina.

## **SECTION 1.6      ACCIDENT/INCIDENT REPORTS**

Any person involved in a reportable incident or accident, as defined in Federal Aviation Regulations *49 CFR 830 NTSB*, shall report such incident or accident within the appropriate timelines as stipulated in the appropriate regulations and shall also report any incident or accident to the Airport Manager.

To encourage the filing of accurate and timely reports, in the interest of public safety and for the benefit of aviation, no accident report, or any part of an accident report will be released to any person unless required by law. The Airport Manager may make accident reports available to appropriate federal, state or local government agencies if so requested in writing or as otherwise required by law.

## **CHAPTER II**

### **PUBLIC, LESSEE AND TENANT USAGE**

#### **SECTION 2.1        DISORDERLY CONDUCT**

No person shall be in a grossly intoxicated condition or otherwise conduct himself in a disorderly or boisterous manner, or use obscene or profane language, without just cause or excuse, discharge any gun, pistol or other firearm. A person violating the provisions of this section, upon conviction shall be guilty of a misdemeanor.

*Reference: South Carolina Code of Laws 16 - 17 - 530, Offenses Against Public Policy*

The Airport Management shall at all times have authority to take action as may be necessary in the handling, conduct and management of the public in attendance at the Airport.

#### **SECTION 2.2        TRESPASSING, PARKING, DRIVING OR DRAG RACING**

It shall be unlawful, without proper authority, for any person to trespass, park, drive or drag race upon airport property.

A person violating the provisions of this section, upon, conviction shall be fined or imprisoned in accordance with State statute.

*Reference: South Carolina Code of Laws 55 - 13 - 40, Protection of Airports and Airport Property.*

#### **SECTION 2.3        WEAPONS & EXPLOSIVES**

No person except peace officers or members of the armed forces of the United States on official duty shall carry explosive material onto the Airport.

Sporting rifles, shotguns and pistols may be brought onto the Airport for trans-shipment and when carried in a locked compartment of a vehicle or aircraft.

Concealed weapons shall not be allowed in the airport terminal building except when carried by peace officers and members of the armed forces of the United States on official duty.

*Reference: South Carolina Code of Laws 16-23-420 Possession of Firearms on school property; concealed weapons.*

*South Carolina Code of Laws 23-31-220 Right to Allow or permit concealed weapons upon premises; signs.*

*South Carolina Code of Laws 23-31-235 Signs Required.*

## **SECTION 2.4            UNLAWFUL ENTRY OF AIRCRAFT; DAMAGING OR REMOVING EQUIPMENT**

No person shall enter an aircraft or damage or remove from it any equipment or other property attached to it, affixed to or otherwise on or in an aircraft without the permission of the owner or a person authorized by the owner to grant such permission. The provisions of this section do not apply to any airport personnel or other persons while acting in an official capacity except when such capacity is used to accomplish an unlawful purpose.

A person violating the provisions of this section is guilty of a misdemeanor and, upon conviction, shall be fined or imprisoned according to State statute.

*Reference: South Carolina Code of Laws 55 - 1 - 40, Unlawful Entry of Aircraft; Damaging or Removing of Equipment*

## **SECTION 2.5            UNLAWFUL REMOVAL OR DAMAGING AIRPORT FACILITY OR EQUIPMENT**

No person shall remove or damage an airport facility or equipment with malicious intent. A person violating the provisions of this section is guilty of a felony and, upon conviction, shall be fined and/or imprisoned according to State statute.

This section shall not apply to damage that is neither malicious nor intentional to crushable materials, collapsible structures, or aircraft arresting systems that are designed to deform when used.

*Reference: South Carolina Code of Laws 55 - 1 - 30, Unlawful Removal or Damaging Airport Facility or Equipment*

## **SECTION 2.6            ANIMALS**

Animals will not be permitted in any building or other areas of the Airport; with the exception of leader dogs, service dogs, animals properly confined, or on a leash.

## **SECTION 2.7            RESTRICTED AREAS**

No unauthorized person shall enter a restricted area, as designated by the Airport Manager. Restricted areas will be appropriately marked as such.

## **SECTION 2.8            SMOKING**

Smoking is discouraged on the airport and is specifically forbidden within 50 feet aircraft, in the terminal, within hangars, on ramps, aprons, the fuel service area, or in any building, room or airport space where smoking is specifically prohibited.

## **SECTION 2.9                      WASTE COLLECTION & DISPOSAL**

Trash collection areas shall be designated by the Airport Manager. Individual hangar trash receptacles may be used and disposed of in the airfield containers. Hazardous materials (HAZMAT), oil, and other fluid waste common to aircraft operation and maintenance activities must be disposed of in accordance with appropriate, local, State and Federal regulations.

No fuels, oils, dopes, paints, solvents or acids shall be disposed of by dumping onto ramps/aprons into ditches, drains, catch basins or elsewhere on the Airport.

## **SECTION 2.10                  AIRPORT HANGAR USE**

The primary purpose of an airport hangar is aircraft storage. If a hangar is serving its primary purpose, the storage of aircraft, then storage of non- aeronautical items in the hangar does not violate the airport sponsor's federal obligations. This Section applies regardless of whether the hangar occupant leases the hangar from the airport sponsor or developer, or the hangar occupant constructed the hangar at the occupant's own expense while holding a ground lease from the Sponsor.

This Section applies to all aircraft storage areas or facilities on a federally-obligated airport unless designated for non-aeronautical use on an approved Airport Layout Plan or otherwise approved for non-aviation use by the FAA.

### **Permitted uses in airport hangars include:**

- A. Storing active aircraft;
- B. Sheltering aircraft for maintenance, repair or refurbishment, but not indefinitely storing non-operational aircraft;
- C. Constructing amateur-built or kit-built aircraft provided that activities are conducted safely;
- D. Airport management, leasing a vacant hangar construction for amateur- built or kit-built aircraft shall incorporate progress benchmarks in the lease to ensure the construction proceeds to completion in a reasonable time.
- E. Storing aircraft handling equipment, e.g. tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangar's primary use;
- F. Storing materials related to an aeronautical activity, e.g. balloon and skydiving equipment, office equipment, teaching tools and materials relating to ancillary or incidental uses that do not affect the hangar's primary use;
- G. Storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g. televisions and furniture; or
- H. Parking a vehicle at the hangar while the aircraft usually stored in that hangar is flying, subject to local airport rules and regulations.

**Uses not permitted in airport hangars include:**

- A. Use as a residence; with a limited exception for sponsors providing an on-airport residence for a full-time airport manager or watchman. (The FAA differentiates between a typical pilot resting facility or aircrew quarters for use overnight and/or resting periods for aircrew and not as a permanent or even temporary residence.)
- B. Operation of a non-aeronautical business, e.g. limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office;
- C. Activities that impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar;
- D. Storage of household items that could be stored in commercial storage facilities;
- E. Long-term storage of derelict aircraft and parts;
- F. Storage of items or activities prohibited by local or state law;
- G. Storage of fuel and other dangerous and Hazmat materials; or
- H. Storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use.

*Reference: 14 CFR Chapter 1 Policy on the Non-Aeronautical Use of Airport Hangars*

**SECTION 2.11 FLUID SPILLS**

Airport users and tenants shall be responsible for cleaning up small spills of oil, fuel, grease and other similar materials common to aircraft operation and maintenance. The Airport Manager or Fire Department shall be notified immediately of any spill that otherwise raises an unacceptable risk for fire and/or explosion.

**SECTION 2.12 PROPERTY MAINTENANCE**

All lessees and tenants shall be required to maintain property in a satisfactory condition of repair, cleanliness and good maintenance as defined in the lease agreements.

**SECTION 2.13 FIRE EQUIPMENT**

All lessees and tenants shall maintain adequate and readily accessible fire extinguishers as required by applicable statutes, ordinances and building codes. All airport property shall remain free from fire hazards as may be determined by the proper authorities.

#### **SECTION 2.14 BUILDING ALTERATIONS**

No lessee or tenant shall install any type of direct line including telephone, audio-visual cable, audio-visual satellite or radio communications equipment without prior written permission of the Airport Manager; air/ground radios are exempted for lessee-owned buildings.

No lessee or tenant shall effect structural changes or exterior additions to any lessee-owned building without prior written permission of the Airport Manager and submittal of such proposed changes to the Building Official for plan approval. No lessee or tenant of a building owned by the Airport shall effect decorative changes of any type without prior written permission of the Airport Manager.

#### **SECTION 2.15 DAMAGES**

Lessees, tenants or users of the Airport shall be fully responsible for all damage or injury to any real or personal property of the airport.

#### **SECTION 2.16 AIRPORT SECURITY**

Lessees, tenants and users of the Airport shall adhere to all security requirements, including those of the Jasper County Council, State of South Carolina and the Federal Aviation Administration. Lessees and tenants shall be responsible for the immediate closure, after use, of any gate access. In the event of a security breach, one of the following entities shall be contacted depending on the urgency and severity of the matter: E911 dispatch center or the Airport Manager.

#### **SECTION 2.17 SIGNS**

No signs or advertising matter shall be painted, posted or displayed upon any building or airport property without prior written permission and authorization from the Aeronautics Commission; plus a sign permit from the proper authority. All signs must be maintained in good condition. If a property is sold or transferred all new signage must receive approval and a sign permit from the property authorities.

#### **SECTION 2.18 AVIATION REPAIR SERVICES**

- A. Registration: All individuals and companies performing private aeronautical services should register with the Airport Manager as soon as practicable.
- B. Operating Agreement: No person shall provide any aviation services or commercial services to the public on the Airport without a valid Operating Agreement or permit; and any required lease from Jasper County authorizing such activity on the Airport (see definitions for determination of “public vs. “private” services).
- C. Aircraft Owner Responsibility: It shall be the responsibility of the aircraft owner to advise the person or business performing private work on their aircraft to properly register with the Airport Manager as soon as practicable.

## **SECTION 2.19      AIR SHOWS AND AERIAL DEMONSTRATIONS**

Affected parties shall be responsible for obtaining necessary waivers from the FAA for such activities and notify Airport Management in writing, so that proper NOTAMS may be issued.

*See Appendix - B Special Events*

## **SECTION 2.20      STORAGE**

No storage of any kind will be allowed outside of tenant hangars or privately owned hangars except currently licensed vehicles that are properly parked; as approved by the Airport Manager.

## **CHAPTER III**

### **AIRFIELD OPERATIONS**

#### **SECTION 3.1            AIRCRAFT REGISTRATION & INSURANCE**

All persons proposing to lease space for aircraft storage, parking or tie-down shall furnish a list of said aircraft, identified by tail number and the ownership thereof along with a copy of the aircraft liability insurance naming Jasper County as an Additional Insured to the Airport Manager's office and shall report any changes within five (5) business days.

#### **SECTION 3.2            CLOSING THE AIRFIELD**

If the Airport Manager determines that the conditions of the airport or any part of the Airport to be unsafe for landing or takeoff, the Airport Manager will initiate a NOTAM closing all or part of the airport. The NOTAM shall be initiated or cancelled through the FAA NOTAM system.

#### **SECTION 3.3            ABANDONED, DAMAGED OR DISABLED AIRCRAFT**

- A. If any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the pilot shall immediately notify the Airport Manager. Subject to legitimate investigation and inspection requirements, the owner or pilot, or the owner's agent, shall cause the aircraft to be removed from the airport within sixty (60) calendar days. If the owner of the damaged or disabled aircraft fails to remove a damaged or disabled aircraft, it shall be removed by the Airport Manager, stored or disposed of at the sole expense of the aircraft owner.
- B. If any owner or pilot of an abandoned aircraft refuses to move the aircraft or parts as directed by the Airport Manager, the aircraft or parts may be removed by the Airport Manager at the owner's expense, and without liability for damage which may result in the course of or after such removal and disposal.

#### **SECTION 3.4            ENGINE START & RUN-UP**

- A. Aircraft run-up or other engine test operations shall be performed on taxiway run-up areas or as designated by the Airport Manager.
- B. No person shall start or run any engine of an aircraft unless a qualified person is in the aircraft attending the engine controls.
- C. Under no circumstances shall the engine of an aircraft be started or run with any portion of the aircraft inside a hangar, nor shall the aircraft be taxied into or out of a hangar.

### **SECTION 3.5            HAND PROPPING ENGINES**

Hand propping should only be attempted when two properly trained people, both familiar and experienced with the airplane and hand propping techniques are available to perform the procedure. The first person is responsible for directing the procedure including pulling the propeller blades through. The second person must be seated in the airplane to ensure that the brakes are set, and controls are properly exercised, and to follow direction of the person pulling the propeller.

*Reference: Airplane Flying Handbook (FAA-H-8033 - 3B)*

### **SECTION 3.6            AIRCRAFT PARKING**

- A. Aircraft owners or operator must make suitable arrangements with the Airport Manager's office, or its appointed designee for payment of current parking or tie-down charges in effect.
- B. No aircraft shall be parked except in designated areas (tie-downs) and as otherwise prescribed by the Airport Manager.
- C. The airport shall not be responsible for any damage to, or theft from, any aircraft parked, tied down or otherwise stored at the Airport.
- D. Disabled aircraft or out-of-annual aircraft, tied down on the airport shall be placed back into service within sixty (60) calendar days. If such aircraft has not be put back into airworthy condition within the aforementioned time frame; it shall be removed from the airport by the aircraft owner or removed by the Airport Manager; at the owner's expense.
- E. No aircraft shall be repaired except in designated areas and as otherwise prescribed by the Airport Manager.
- F. Emergency repairs of a disabled aircraft may be made sufficient to move the disabled aircraft to a repair facility.

### **SECTION 3.7            OWNER - PERFORMED MAINTENANCE**

Nothing contained herein shall prevent any person operating aircraft on the airport from performing any services on his own aircraft with his own employees (including but not limited to maintenance, repair and fueling) that he may desire to perform subject to these Rules & Regulations. For the purpose of these Rules & Regulations, an employee is an individual on the normal payroll of the employer (aircraft owner) hired to perform a specific function for that employer. Any aircraft owner utilizing an employee to perform aircraft maintenance shall, at the request of the Airport Manager, provide the Airport Manager with evidence of employment in a form acceptable to the Airport Manager.

Nothing contained herein shall prevent the owner of an aircraft from performing Preventive Maintenance on his/her own aircraft; as permitted under Code of Federal Regulations (14 CFR 43 - Appendix A, Preventive Maintenance).

### **SECTION 3.8            AIR FREIGHT OPERATIONS**

All commercial air freight loading and unloading shall be accomplished in the area on the general terminal ramp as designated by the Airport Manager. The Airport Manager must approve any exceptions in advance and in writing.

## **CHAPTER IV**

### **FLAMMABLE LIQUIDS, FUELING**

#### **SECTION 4.1            FUELING OPERATIONS**

- A. During the fueling or defueling of any aircraft:
  - 1) No person shall smoke within fifty (50) feet of such aircraft.
  - 2) No person shall operate any radio transmitter or receiver, cellphone or switch electrical appliances on or off in such aircraft (single point fueling excepted).
  - 3) No person shall use any material equipment, which is likely to cause a spark or ignition.
  - 4) Adequate fire extinguishers shall be within ready reach of all persons engaged in the fueling/defueling process.
  - 5) No engine of any aircraft shall be started, kept running, or be warmed by applications of exterior heat.
  - 6) No passengers shall be on board such aircraft unless a passenger loading ramp is in place at the cabin door of the aircraft, the aircraft door is open, and a cabin attendant is present or near the cabin door.
  - 7) Care shall be exercised to prevent overflow of fuel. Any volatile liquid spilled during transfer shall be removed immediately. No engine of any aircraft shall be started when there is volatile liquid on the ground under such aircraft. Airport Management shall be notified immediately of any fuel spillage and shall be responsible for inspection of proper cleanup by the parties responsible for such spillage.
- B. No aircraft shall be fueled or defueled when any portion of the aircraft is in a hangar or enclosed space.
- C. All FBOs and tenants authorized by the Jasper County Council to provide aircraft fuel to the public or fuel their own aircraft, will do so in compliance with *NFPA 407, Standards for Aircraft Fuel Servicing*.

#### **SECTION 4.2            AIRCRAFT OWNER SELF – FUELING**

Prior to Self-Fueling any aircraft, the aircraft owner or operator shall obtain from the Airport Manager an Annual Non-commercial Self-Fueling Permit or Non-commercial Business Self-Fueling Permit. The aircraft owner or operator shall strictly adhere to the self-fueling permit limitations contained in the permit.

## **CHAPTER V**

### **AIRPORT LANDING RESTRICTIONS**

#### **SECTION 5.1            MAXIMUM LANDING WEIGHT**

Except in a declared emergency no airship, dirigible, hot air balloon, unpowered aircraft, ultralight vehicle or powered aircraft may land at the Airport with a total gross weight exceeding:

Runway 18 – 36 = 30,000 lbs. Single wheel landing gear

Runway 18 – 36 = 45,000 lbs. Dual wheel landing gear

## **CHAPTER VI**

### **FLYING CLUBS**

All flying or aeronautical activity clubs desiring to base their aircraft and/or operate on the Airport shall comply with all applicable FAA regulations and the provisions of these Rules & Regulations.

*Reference: FAA Airport Compliance Manual Order 5190.6B, Section 10.6*

#### **SECTION 6.1      FLYING CLUB REQUIREMENTS**

- A. The club shall be a non-profit entity organized for the express purpose of providing its members/owners with aircraft to be used for their personal use and enjoyment. The ownership of the aircraft shall be vested in the name of the flying club or owned in equal shares by all of its *bona fide* owners. The property rights of the members of the flying club shall be equal and any part of the net earnings of the club is to be distributed in equal shares to all members.
- B. The club shall not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement or upgrade of its aircraft.
- C. Flying club aircraft shall not be used by members for rental, or by anyone for charter or lease. For the purposes of this document the term "aircraft" shall include gliders.
- D. The flying or aeronautical activity club, with its initial application, shall furnish the Aeronautical Commission a copy of its charter and bylaws, articles of association, Internal Revenue Service (IRS) determination, partnership agreement or other documentation supporting its existence; a roster or list of members, including names of officers and directors, to be revised on a semi-annual basis, a statement of the number and type of aircraft; evidence that the aircraft are properly certificated; evidence that ownership is vested in the club; and a list of the operating rules of the club.

## CHAPTER VII

### VEHICLES

#### SECTION 7.1      OPERATION

- A. No person shall operate a vehicle in a reckless or negligent manner, or in excess of posted or designated speed limits, other than emergency vehicles.
- B. No person shall operate a vehicle of any kind on the runway or taxiway unless authorized to do so by the Airport Manager. The authorized vehicle shall be equipped with a two-way radio and be in continuous communication with the Airport Common Traffic Advisory Frequency (CTAF). If the authorized vehicle is not equipped with a two-way radio, the vehicle operator shall notify the Airport Manager prior to entrance onto the taxiway and or runway and upon exit from the taxiway or runway; except.
- C. Such authorization shall not be required of support and crash, fire, rescue equipment while attending an accident.
- D. Operational, agricultural, and maintenance equipment not engaged in working on taxiways or runways shall keep the Airport Manager advised of the general area in which they are working and will advise the Airport Manager upon entering and exiting such general areas.
- E. Operators of motor vehicles on the ramp/apron shall be vigilant of aircraft and pedestrians at all times; giving way to all aircraft movements in close proximity.
- F. All authorized vehicles operating on the airport between the hours of sunset and sunrise shall have fully operating headlights and taillights.
- G. During times of emergency due to aircraft accidents, other mishaps, or natural disasters, no private vehicles, other than those operated by emergency personnel, unless specifically authorized by the Airport Manager, shall be allowed in the Air Operations Area (AOA). The Airport Manager shall determine when normal operations may resume.
- H. No person shall operate a motor vehicle in the Airport Operations Area (AOA) unless that person has, in their possession, a valid motor vehicle operator's license.

## **SECTION 7.2            PARKING**

- A. No person shall park a motor vehicle so as to obstruct or interfere with vehicular or aircraft traffic or park in aircraft parking areas.
- B. All employees or firms and permit holders engaged in business at the Airport shall park in areas designated for employee parking and at no other.
- C. No person shall park any recreational motor vehicle (RV) on the Airport except in the Airport Terminal Parking lot or as may be temporarily authorized by the Airport Manager.
- D. No person shall park any boat and/or trailer on the Airport; unless such boat and/or trailer shall be operated by law enforcement or other first responder. Law enforcement or other first responder shall provide notice to the Airport Manager and shall park such boat and/or trailer in the area designated by the Airport Manager.
- E. The Airport Manager shall have the authority to cause to be towed or otherwise moved, at the operator's expense and without liability for damage that may result in the course of such towing, any motor vehicle parked in violation of posted parking signs, or in a manner that blocks the ingress or egress from gates, driveways, taxi lanes, etc.

## **SECTION 7.3            ABANDONED, DAMAGED OR DISABLED**

No person shall abandon any motor vehicle on the Airport.

The Airport Manager shall have the authority to cause to be towed or otherwise moved, at the operator's expense and without liability for damage that may result in the course of such towing, any motor vehicle abandoned, damaged or disabled.

Such vehicle will be impounded and stored at the location identified by law enforcement for other vehicles abandoned, damaged or disabled on public property.

## **CHAPTER VIII**

### **BUSINESS FLIGHT DEPARTMENTS**

#### **SECTION 8.1            REQUIREMENTS**

- A. Personnel employed by the business entity for the business flight departments operating on Airport facilities are limited strictly to in-house aeronautical services, performed only upon aircraft owned and/or used by the company.
- B. Any business flight department operating on the Airport shall accept all legal and financial responsibilities for its operation and hold the airport harmless of any liability incurred because of such activity.
- C. Any business operating a flight department shall provide insurance coverage for the benefit of the Airport, the County of Jasper, and the general public in an amount, not less than the insurance requirements herein applicable to FBO's, as designated by the Jasper County Council and shall include the County of Jasper as "additional named insured."

## **CHAPTER IX**

### **BUSINESS ENTERPRISES**

#### **SECTION 9.1            OPERATING REQUIREMENTS**

- A. No person shall provide any services to the public on the airport without having:
- 1) A lease (if required) from Jasper County authorizing that person to conduct such activity on the airport and be current in the payment of the prescribed annual fee; and or
  - 2) An Operating Agreement or a permit issued by the Airport Manager authorizing that person to provide the aeronautical activity at the Airport. (The requirements of this section do not apply to any FAA- designated examiner, person offering a private aviation related services or flight instructor).
  - 3) Persons offering public related aeronautical activities must comply with the *Minimum Standards for Airport Aeronautical Services, Ridgeland - Claude Dean Airport*.
- B. Operating agreement holders offering services to the public shall furnish such services in the following manner:
- 1) Business must be conducted in a fair, reasonable and non- discriminatory basis to all users thereof, and,
  - 2) Charges for each unit or service must be fair, reasonable and not discriminatory provided that reasonable and non-discriminatory discounts, rebates or other similar types of price reductions may be made to volume purchasers.

#### **SECTION 9.2            PERMITS**

Intentionally left blank.

## **SECTION 9.3            INSURANCE**

- A.* All Airport businesses who are required to maintain insurance coverage, shall maintain the types and at least the minimum amounts of insurance described in this Section and in accordance with *Minimum Standards for Airport Aeronautical Services, Ridgeland - Claude Dean Airport*.
- B.* Each business shall deliver to the Airport Manager copies of all certificates of insurance for Required Insurance, any policy amendments and policy renewals and any additional information related to Required Insurance. Each policy shall require the insurer to provide the County of Jasper thirty (30) calendar days prior written notice of termination or cancellation.
- C.* Persons renting a County-owned hangar or hangar bay for PRIVATE storage of aircraft shall be required to maintain aircraft liability insurance premise coverage and shall name Jasper County as an additional insured. Persons renting a County-owned hangar or hangar bay for PRIVATE storage of aircraft will be notified in writing, and must acknowledge that the County of Jasper will not be responsible for the private contents of the hangar. The person will be required to sign, as a condition of rental, a waiver that indemnifies the County of Jasper and the Ridgeland – Claude Dean Airport from any and all liability in the event of a loss or injury.
- D.* Persons renting monthly tie-down space on the ramp shall be required to maintain aircraft liability insurance premise coverage and shall name Jasper County as an additional insured. The person will be required to sign, as a condition of rental, a waiver that indemnifies the County of Jasper and the Ridgeland – Claude Dean Airport from any and all liability in the event of a loss or injury.

## **CHAPTER X**

### **OTHER**

#### **SECTION 10.1      SECTION TITLES**

Section titles are for convenience and shall in no way affect or limit the contents of any provision of these Rules & Regulations.

#### **SECTION 10.2      SEVERABILITY**

If any section, sentence or clause of these Rules & Regulations is for any reason held void or inoperative, the remaining provisions shall not be affected.

#### **SECTION 10.3      REVISIONS**

The Jasper County Council reserves the right to amend, add to, subtract from or otherwise modify these Rules & Regulations at any time and solely at the discretion of Jasper County Council.

#### **SECTION 10.4      WAIVER OF LIABILITY**

- A. Airport lessees, tenants and permittees, authorized to use the airport and its facilities, or to fly to, or from the same shall at all times conditioned upon the assumption of full responsibility thereof.
- B. It shall be further conditioned thereof that each person, as consideration of the use of the airport and its facilities, shall at all times release, hold harmless and indemnify Jasper County South Carolina, the Airport Manager, County Council and employees from and against any and all liability, responsibility, loss or damage, resulting to any such person caused by or on his/her behalf, and incident to the manner in which Airport is operated, constructed or maintained, or served.
- C. The use of the airport by any person for any purpose, or the paying of fees thereof or the taking off or landing aircraft therein shall be itself an acknowledgement that such person accepts such privileges on the conditions set forth.
- D. Notwithstanding the foregoing, those Airport users shall not be required to indemnify Jasper County South Carolina for damage occasioned by the sole negligence or willful misconduct of the County or its employees or representatives.

## **APPENDIX A SPECIALIZED AERONAUTICAL ACTIVITIES**

1. Specialized Aeronautical Activities including the following require coordination and regulation through the office of the Airport Manager:
  - Ultralight Vehicles
  - Hot Air Balloons
  - Glider (Non-Powered)
  - Parachute Drops
  - Unmanned Aircraft Systems
  - Banner Towing
2. Operation of an ultralight vehicle into the airport traffic area, landing, parking and takeoff of ultralight vehicles require prior coordination and written approval from the Airport Manager.
3. The Airport Manager has the authority and responsibility to approve/disapprove requests for the use of the airport facilities for hot air balloon launches, and parachute drops when the parachute landing zone is on airport property.
4. The owner/operator of such specialized aeronautical equipment may be limited by the Airport Manager to towing, launching or parachute landing to/from specific sites on the Airport. Those sites may be runways, portions of runways, taxiways, clear zones or other airport property. Such specific location may also be limited by designated time of day use.
5. Proof of comprehensive general liability insurance in an amount not less than \$1,000,000 shall be at the sole discretion of Jasper County Government.
6. Any policy issued shall include Airport premises liability and all other related hazards and perils and shall name Jasper County South Carolina as additional insured..

## **APPENDIX B SPECIAL EVENTS**

### **Activities Regulated by Airport Management**

1. Special Events including the following require an application be filed with the Airport Manager a minimum of forty-five (45) days in advance of the requested event:
  - Airport Day
  - Air Shows
  - Balloon Festivals
  - Air Races
  - War Bird Shows
  - Fly-In Meets
  - Parachute Team Demonstrations
2. The Airport Manager must officially approve all special events.
3. The special event sponsor may be required to obtain liability insurance for the event. The insurance policy will indemnify Jasper County South Carolina and its officers, agents and employees as a “named insured.”

### **Mandatory Compliance by the Special Event Sponsor**

7. If the special event is expected to attract attendance of 500 persons or more, the sponsor may be required to coordinate road impacts with local police, sheriff and/or highway patrol.
8. The sponsor may be required to make arrangements for auto towing, garbage pick-up and clean-up.
9. The special event must be planned to accommodate the normal ingress and egress of motor vehicles for the general aviation users of the airport, or other business activities normally conducted at the airport.
10. Airport runway, taxiway and/or other landside closures must be coordinated, and approved in advance with the Airport Manager and other users of the airport.
11. A special event that involves certain maneuvers by the aircraft must be coordinated with the Airport Manager and FAA Flight Standards District Office (FSDO).
12. Failure of the sponsor to adequately perform trash and litter clean-up of the airport and repair or compensate for damaged property as a result of the special event will be billed for extra expense and damages by the Airport Manager.

13. Special events involving aerial activities that are not of a routine nature for the airport will require the designation and approval of an “air boss” who is experienced in directing and controlling the aerial activities planned for the event. The Airport Manager must approve the person designated as “air boss”.



# **MINIMUM STANDARDS FOR AERONAUTICAL SERVICES**

**RIDGELAND — CLAUDE DEAN AIRPORT May**

**8, 2019**

**Ridgeland, South Carolina**



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## **PREAMBLE**

### **THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA**

**BEING THE OWNER** and in a position of responsibility for the administration of the Ridgeland-Claude Dean Airport, Jasper County, South Carolina; and,

In Order to insure the provision of adequate and non-discriminatory aeronautical services and facilities to the users of the Ridgeland-Claude-Dean Airport; and,

To Encourage the development of the Airport; and,

To Encourage economic development of the county and region with the airport serving as a gateway to the community; and,

To Foster the economic health and orderly development of commercial aeronautical operators at the Airport, providing:

- i. The minimum standards for a person or persons, firm or corporation engaging in one or more aeronautical services at the Ridgeland-Claude Dean Airport.
- ii. Requirements for Flying Clubs.
- iii. Minimum standards for all non-commercial aviation fuel users.
- iv. Minimum standards for specialized aeronautical activities.

## CHAPTER

### I

## GENERAL

### SECTION 1.1 DEFINITIONS

**Aeronautical Activity** – any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

**Aeronautics Commission** – the advisory body empowered to recommend policy to the Jasper County Council.

**Agricultural Lands** - Airport owned property that is not presently needed for aeronautical use and is available for agrarian purposes.

**Aircraft** – a device that is used or intended to be used for flight in the air; as defined by Code of Federal Regulations (14 CFR 1.1).

**Airport** - the Ridgeland-Claude Dean Airport.

**Airport Manager** - the person appointed by Jasper County to have immediate supervision of the Airport under the authority and direction of said Jasper County.

**Commercial Self-Service Fueling** – a fueling concept that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose by an FBO or the airport sponsor. The fueling facility may or may not be attended.

**FAA** - the Federal Aviation Administration.

**Fixed Base Operator (FBO)** – a business granted the right by the airport sponsor to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, and other services.

**Glider** - a heavier-than-air aircraft that is supported in flight by the dynamic reaction of the air against its lifting surfaces, and whose free flight does not depend principally on an engine.

**Lease** - the right to conduct commercial, aeronautical or agricultural activities on the airport as defined within the parameters of the established minimum standards.

**Mogas** – any approved substitute grade of fuel for an aircraft with a reciprocating engine and having appropriate Supplemental Type Certificate (STC) authorized by the FAA.

**Owner** - the Jasper County Council. The Owner may, at its discretion, delegate certain review and/or approval authority, as outlined in these Minimum Standards, to the Jasper County Aeronautical Commission and/or the Airport Manager.

**Operator** - any person, firm, partnership, corporation, association or group providing any one or a combination of aeronautical services to or for aviation users at the Airport.

**Exclusive Proprietary Right** – right of the airport owner to provide any or all airport services exclusively, to include: fixed base operations(FBO), aircraft sales, aircraft airframe, engine and accessory maintenance & repair, aircraft lease and rental, corporate hangers, flight training, aircraft fuels and oil service, radio, instrument or propeller repair station, aircraft charter and air taxi, aircraft storage, and specialized commercial flying services.

**Minimum Standards** - the qualifications which are established herein by the airport Owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport.

**Self – Fueling** – the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference.

In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees include activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner under Title 14 Code of Federal Regulations Part 43. *Reference: FAA Airport Compliance Manual – Order 5190.6B, Appendix C, Appendix 1(o)*

**Self – Service** - using a self-service fuel pump made available by the Airport, an FBO or an aeronautical service provider. *Reference: FAA Airport Compliance Manual – Order 5190.6B Appendix C, Appendix 1(o)*

**Ultralight Vehicle** - refers to ultralights meeting the applicability for operations under Part 103. For the purposes of this Minimum Standard, an ultralight vehicle is a vehicle that:

- a) Is used or intended to be used for manned operation in the air by a single occupant;
- b) Is used or intended to be used for recreation or sport purposes only;
- c) Does not have any U.S. or foreign airworthiness certificate; and
- d) If unpowered, weighs less than 155 pounds; or
- e) If powered:

- Weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation;
- Has a fuel capacity not exceeding 5 U.S. gallons;
- Is not capable of more than 55 knots calibrated airspeed at full power in level flight; and
- Has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

Such ultralight vehicles also include motorgliders, paragliders, powered parachutes, paramotors, paragliders, etc.

**Vehicle** – all motorized and non-motorized conveyances; except aircraft.

## **SECTION 1.2 JURISDICTION**

These Minimum Standards for Aeronautical Services shall apply to all prospective/current users and tenants of Ridgeland – Claude Dean Airport and all improvements thereon.

## **SECTION 1.3 VIOLATIONS**

Violations of airport rules and regulations shall be resolved or adjudicated by the appropriate authorities.

## **CHAPTER II**

### **MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL OPERATORS**

#### **SECTION 2.1 EXCLUSIVE PROPRIETARY RIGHTS**

The Airport Owner shall, at its sole discretion, exercise exclusive proprietary rights to provide any or all aeronautical services.

*Reference: FAA Airport Compliance Manual –Order 5190.6B Chapter 8.9*

*Exclusive Rights at Federally-Obligated Airports*

#### **SECTION 2.2 COMMERCIAL AERONAUTICAL OPERATORS**

The following standards shall apply to commercial aeronautical Operators, with the exception of flying clubs whose complete list of standards are presented in the section which pertains solely to that type of operation.

1. Lease shall be for a term to be mutually agreed upon between the parties commensurate with the Operator's financial investment in his facility. If the duration of the lease is to exceed five years in length, provisions shall be made to review the terms, lengths, and rents and any commissions of the lease relative to other changes in the airport environment and the economy that have occurred during that period.
2. Operator shall have the experience necessary to conduct any aeronautical service he wishes to provide to the public and shall submit a statement of qualifications to the Owner upon request. It may be satisfactory if the Operator has, in a reasonable supervisory position, a person of such experience. Should an Operator not have such experience but can demonstrate to the Owner's satisfaction that he has had equivalent related experience or training, such may be deemed acceptable. The Operator shall submit a letter of intent detailing the services which he wishes to provide, compliance with the relevant minimum standards as presented in this document, relevant required ratings and/or licenses, and required insurance coverage(s) his organization will have, and general scope of the operation.
3. Any Operator seeking to conduct aeronautical services at the Airport must provide the Owner a letter of financial integrity, to the Owner's satisfaction, from a bank or trust company doing business in the area, or other such source that may be readily verified through normal banking channels.
4. The Operator must also demonstrate that he has the financial ability or backing, where applicable, for the construction of facilities that may be required for the proposed concept of operation.

In addition, the financial institution letter should include a current financial net worth showing that applicant holds unencumbered current assets in a total amount at least equaling three (3) months estimated maintenance and operating expenses.

## SECTION 2.2 COMMERCIAL AERONAUTICAL OPERATORS

5. Any lease requiring the construction of a building/apron/auto parking area shall require that such construction begin no later than six (6) months from the lease execution and be completed no later than a time specified in the lease.
6. All Operators shall demonstrate to the Owner's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. The following shall be established as minimum coverage per type of policy:

- a. Aircraft Liability

Bodily Injury and Property Damage

Combined Single Limit \$100,000

Bodily Injury (Each Passenger) \$100,000

- b. Comprehensive Public Liability and Comprehensive Property Damage

Bodily Injury and Property Damage

Combined Single Limit \$100,000

- c. Hangar Keepers Liability \$100,000 each accident

- d. Products Liability \$100,000 each accident

- e. Student and Renters Liability \$100,000 each accident

- f. Environmental Impairment Liability \$100,000 each accident

In addition, the Owner requires the Operator to include the Owner as an additional insured and stipulates the Operator hold harmless the Owner in all action against it.

7. Each lease for ground space and contract for business at the Airport entered into by the Owner shall include each of the following provisions as are required by the FAA:

- a. Fair and Non-discriminatory Provisions

- b. Affirmative Action Assurances

- c. Civil Rights Assurances

- d. Non-exclusive Rights Provision

- e. Other mandated provisions

The most current amendment or form of such mandatory lease provisions shall be obtained from the FAA and shall be included in each lease at the time of execution.

## **SECTION 2.2      COMMERCIAL AERONAUTICAL OPERATORS**

- 8.** All Operators shall have the right in common with others so authorized, to use common areas of the airport, including runways, taxiways, public aprons, roadways, landing lights, signals and other conveniences of the take-off, flying and landing of aircraft.
- 9.** Any construction required of any Operator shall be in accordance with design and construction requirements of the Owner, State and Federal regulations and applicable codes. All plans and specifications for construction or renovation shall be submitted to the Owner for prior approval. All airport construction plans must also be submitted to the Federal Aviation Administration (FAA) on an FAA form 7460-1, to insure no safety issues for aircraft operations, and receive FAA approval prior to construction.
- 10.** The Operator shall provide adequate, paved auto parking space within the leased area sufficient to accommodate all leased activities and operations.
- 10.** The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.
- 11.** These minimum standards should be renewed on a periodic basis and adjusted if necessary to reflect changes to the airport environs, any new federal or state compliance requirements, lease terms and other situations/conditions as they relate to the existing minimum standards.
- 12.** All Operators conducting operations on the Airport prior to the installation of these minimum standards may be allowed to continue operations without fully complying with them, provided the Owner determines that the continued operation is safe, is in the best interest of activity at the Airport, and that the operation is not in violation of any airport assurance compliance regulations.

At the termination of those Operator's present leases, all existing operators or tenants will be required to comply with these minimum standards. However, such compliance with these minimum standards shall not include a requirement to alter the physical leasehold and/or construction of vehicular parking facilities, aircraft ramp/apron, office, customer lounge, or customer restrooms, etc.

## CHAPTER III

### MINIMUM STANDARDS FOR AERONAUTICAL SERVICES

#### SECTION 3.1            FULL SERVICE FIXED BASE OPERATOR

##### STATEMENT OF CONCEPT

Fixed Base Operator (FBO) is defined as a business granted the right by the airport sponsor to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, and other services.

##### MINIMUM STANDARDS

1. The Operator shall lease from the Owner an area of not less than 30,000 square feet of ground space on which paved automobile parking, above ground fuel dispensing equipment, and apron 1.5 times the area of the hangar necessary and adequate to accommodate a variety of general aviation aircraft.
2. The Operator shall construct a terminal building on the ground space to provide a minimum of 6,000 square feet of heated office space, conference room, restroom facilities, public lounge, aircrew lounge, and a minimum of 15,000 square feet of hangar space.
3. The following types of insurance are required (see *Appendix B* for coverage requirements):
  - a. Aircraft Liability.
  - b. Comprehensive Public Liability and Comprehensive Property Damage.
  - c. Hangar Keeper's Liability.
  - d. Environmental Impairment Liability
4. The Operator shall pay to the Owner a fuel flowage fee as determined by the lease, which will be a percentage of the cost of the fuel bought or consumed by the Operator. The cost and gallonage will be determined from the Operator's invoices and the Operator's usage records and will be payable on or before the 10th day of the following calendar month.

A late-payment penalty, as specified by the lease will be collected as applicable.

5. The operator shall provide an adequate number of properly trained persons on duty during the required hours of operation for fuel dispensing and aircraft towing/re-positioning and to provide any other services offered by the FBO.

6. The office shall be attended a minimum eight (8) hours a day, six (6) days a week, with provision made for 24-hour response subject to a reasonable charge.

The Operator shall provide tie-down and hangar storage for general aviation aircraft, both itinerant and local. The Operator shall have available for sale branded aviation gasoline, jet fuel, oils and lubricants customarily sold to general aviation aircraft. Also provide facilities for washing and cleaning aircraft, either in-house or contract.

### **Other Services Permitted By Full Service FBO**

Sale of new or used aircraft.

Aircraft rental and charter.

Flight training.

Aircraft charter and air taxi.

Sightseeing flights.

Aerial survey, photography and mapping services.

Avionics sales and service.

Automobile rental.

Catering.

Sale of pilot supplies.

## **SECTION 3.2      AIRCRAFT SALES**

### **STATEMENT OF CONCEPT**

An aircraft sales Operator engages in the sale of new aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or used aircraft; and provides such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.

### **MINIMUM STANDARDS**

1. The Operator shall lease from the Owner an area not less than 15,000 square feet of ground space on which a paved apron for aircraft display, paved automobile parking, construction of at least a 1,600 square foot building with floor space for aircraft storage, office space, customer lounge and rest rooms, which shall be properly heated and lighted.
2. The Operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft.
3. The following types of insurance are required:
  - a. Aircraft Liability.
  - b. Comprehensive Public Liability and Comprehensive Property Damage.
4. The Operator shall provide hours of operation convenient to customers.
5. The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner.

## **SECTION 3.3      AIRFRAME, ENGINE & ACCESSORY MAINTENANCE**

### **STATEMENT OF CONCEPT**

An aircraft airframe, engine & accessory maintenance Operator provides one or a combination of airframe, engine and accessory overhauls and repair services on aircraft. This category shall also include the sale of aircraft parts and accessories.

### **MINIMUM STANDARDS**

1. The Operator shall lease from the Owner an area not less than 15,000 square feet buildings footprint for temporary parking of aircraft, and paved parking for customers and employees.
2. A minimum of 6,000 square feet of building space for maintenance and sufficient storage of aircraft, parts and equipment, office, customer lounge, and restrooms, which shall be properly heated and lighted.
3. The Operator shall provide sufficient equipment, supplies, and parts availability as required by the FAA relevant to the type of maintenance engaged in.
4. The following types of insurance are required:
  - a. Comprehensive Public Liability and Comprehensive Property Damage.
5. The Operator shall have his premises open and services available a minimum of eight (8) hours daily, five (5) days a week (excluding holidays).
6. The Operator shall maintain an adequate staff of employees with skills, licenses, and certificates appropriate to conduct the services hereof in an efficient manner.

## **SECTION 3.4      AIRCRAFT RENTAL**

### **STATEMENT OF CONCEPT**

An aircraft lease or rental Operator engages in the rental or lease of aircraft to the public. Any party desiring to engage in aircraft leasing or rental to the public must maintain their aircraft in accordance with all applicable Federal Aviation Regulations, and Airworthiness Directives for the type of aircraft for which rental/lease privileges are granted.

### **MINIMUM STANDARDS**

- 1.** The Operator shall lease from the Owner an area of not less than 15,000 square feet to provide space for a building, paved apron and paved automobile parking.
- 2.** The building will provide at least 3,000 square feet of floor space office space, customer lounge and rest rooms, which shall be properly heated and lighted.
- 3.** The Operator shall have available for rental, either owned or under written lease to Operator, not less than two (2) certified and currently airworthy aircraft, at least one (1) of which must be a four-place aircraft; at least one (1) of which must be equipped and capable of flight under instrument meteorological conditions.
- 4.** The following types of insurance are required:
  - a.** Aircraft Liability.
  - b.** Student and Renter's Liability.
- 5.** The Operator shall have his premises open and services available at least eight (8) hours daily, five (5) days a week (excluding holidays). The Operator shall make provision for someone to staff the office during required operating hours.
- 6.** The Operator shall have in his employ an adequate staff of employees with skills, licenses and certificates appropriate to conduct the services hereof.

## **SECTION 3.5      CORPORATE HANGERS**

### **STATEMENT OF CONCEPT**

A corporate hangar is a building constructed and used to store the owner's aircraft and is intended for the exclusive use of the corporate owner/lessee. Such aircraft use is an adjunct to the corporation's primary business and is not the major source of income for the corporation.

### **MINIMUM STANDARDS**

- 1.** The Operator shall lease from the Owner an area of not less than 15,000 square feet of ground space to provide adequate space for a hangar, office building, and apron area of the same or greater area than the hangar storage area and paved sufficient automobile parking.
- 2.** The office building will provide at least 800 square feet of space properly lighted and heated, which shall include office space, pilot lounge and rest rooms.

## **SECTION 3.6      FLIGHT TRAINING**

### **STATEMENT OF CONCEPT**

A flight training Operator engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

### **MINIMUM STANDARDS**

- 1.** The Operator shall lease from the Owner an area of not less than 20,000 square feet of ground space to provide adequate space for a building, aircraft tie-down area and paved automobile parking.
- 2.** The building will provide at least 4,000 square feet of space properly lighted and heated, which shall include office space, classroom, pilot lounge and rest rooms.
- 3.** The Operator shall have available for use in flight training, either owned or under written lease to Operator, not less than two (2) properly certificated aircraft and at least one (1) of which must be equipped for and capable of use in instrument flight instruction.
- 4.** The following types of insurance are required:
  - a.** Aircraft Liability.
  - b.** Comprehensive Public Liability and Comprehensive Property Damage.
  - c.** Student and Renter's Liability.
- 5.** The Operator shall have his premises open and services available a minimum of eight (8) hours daily, five (5) days a week (excluding holidays). The Operator shall make provision for a qualified employee to be in attendance in the office during the required operating hours.
- 6.** The Operator shall have on a full-time basis at least one (1) flight instructor who has been properly certificated by the FAA to provide the type of training offered.

## **SECTION 3.7 FUEL & OIL SERVICES**

### **STATEMENT OF CONCEPT**

Fuel and oil services include the sale and into-plane delivery of recognized brands of aviation fuels, lubricants, and other related aviation petroleum products. The Operator may provide servicing of aircraft, including ramp assistance and the parking, storage, and tie-down of aircraft within the leased area.

### **MINIMUM STANDARDS**

- 1.** The Operator shall lease from the Owner an area of sufficient size to accommodate a paved apron fueling facility/area with sufficient aircraft maneuvering area. If full service fueling is offered, an office of sufficient size, with restrooms, must be included.
- 2.** As part of the leasehold, land shall be set aside in a designated area for an above ground bulk fuel storage facility. Underground Storage Tanks (UST) shall be prohibited. The storage facility shall be capable of maintaining at a minimum a 12,000-gallon capacity for each grade of fuel sold by the Operator. The Operator shall provide the required pumping equipment, either mobile or fixed. The bulk fuel tanks associated pumping equipment, and fuel-dispensing vehicles (if any) shall meet all applicable safety requirements relative to fuel dispensing as required by Federal, State and local regulations, and shall provide reliable metering devices which conform to Federal, State and local regulations.
- 3.** The Operator may provide such minor repair service that does not require a certificated mechanic rating and cabin services to general aviation aircraft as can be performed efficiently on the ramp or apron parking area, but only within the premises leased to the Operator.
- 4.** All utilized equipment shall be maintained and operated in accordance with local and State industrial codes.
- 5.** The following types of insurance are required:
  - a.** Comprehensive Public Liability and Comprehensive Property Damage.
  - b.** Products Liability.
  - c.** Environmental Impairment Liability
- 6.** The Operator shall have his premises open for a minimum of eight (8) hours per day, seven (7) days a week and provide on-call aircraft servicing during all other hours. The Operator shall make provisions for someone to be in attendance in the office during the required operating hours or if a fully self-service fuel facility is installed, it must be available to customers 24/7.

7. The Operator shall maintain an accurate record of all deliveries of aviation fuel and oil and such records shall be subject to examination and audit by the Owner or its representatives.
8. The Operator shall pay to the Owner a fuel flowage fee as determined by the Owner, and specified in the lease, for every gallon of fuel sold or consumed by the Operator. The gallonage will be determined from the Operator's invoices and the Operator's usage records and will be payable on or before the 10th day of the following calendar month.
10. The Operator shall park all commercial refueling vehicles in their assigned parking spaces; as directed in writing by the Airport Manager. The Operator's name and logo shall be displayed on the driver and passenger door and cab roof of all authorized fueling vehicles.

## **SECTION 3.8      RADIO, INSTRUMENT OR PROPELLER REPAIR**

### **STATEMENT OF CONCEPT**

Operator engages in the business of and providing a shop for the repair of aircraft radios, propellers, and/or instruments for general aviation aircraft. The Operator shall hold the appropriate repair shop certificates issued by FAA.

### **MINIMUM STANDARDS**

1. The Operator shall lease land from the Owner and the lease shall include a building sufficient to accommodate all activities and operations proposed by the Operator. The minimum areas in each instance shall be subject to the approval of the Owner. The Operator shall erect a building of sufficient size to hangar at least one (1) aircraft, to house all equipment and to provide an office, shop, customer lounge and rest rooms, which shall be properly heated and lighted.
2. The following types of insurance are required:
  - a. Comprehensive Public Liability and Comprehensive Property Damage.
3. The Operator shall have his premises open and provide hours of operation convenient to customers.
4. The Operator shall have his premises open and services available eight (8) hours daily, five (5) days each week (excluding holidays).
5. The Operator shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner, but never less than one (1) person who is an FAA-rated radio, instrument, or propeller repairman.

## **SECTION 3.9      AIRCRAFT CHARTER & AIR TAXI**

### **STATEMENT OF CONCEPT**

An aircraft charter and an air taxi Operator engages in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis or as an air taxi operator, as defined by the Federal Aviation Regulations.

### **MINIMUM STANDARDS**

- 1.** The Operator shall lease from the Owner an area of not less than 20,000 square feet of ground space on which shall be erected a building to provide at least 4,000 square feet of floor space to hangar at least one (1) aircraft, to house all equipment and to provide an office, shop, customer lounge and rest rooms, all properly heated and lighted. Sufficient square footage of paved apron for aircraft parking shall also be provided by the Operator.
- 2.** The Operator shall provide, either owned or under written lease to the Operator, the appropriate aircraft which meet the requirements of the FAA air taxi commercial operator certificate held by the Operator.
- 3.** The following types of insurance are required:
  - a.** Aircraft Liability.
  - b.** Comprehensive Public Liability and Comprehensive Property Damage.
- 4.** The Operator shall have in his employ trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner, but never less than one (1) person who is an FAA certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by the Operator.

## **SECTION 3.10 AIRCRAFT STORAGE**

### **STATEMENT OF CONCEPT**

An aircraft storage Operator engages in the rental of community (multi-tenant, mass storage) hangars or T-hangars or one aircraft box hangars.

### **MINIMUM STANDARDS**

- 1.** The Operator shall lease from the Owner an area appropriate for the size of the hangar(s), sufficient apron area, and paved automobile parking (separate from the aircraft apron area).
- 2.** The following types of insurance are required for community hangars :
  - a.** Comprehensive Public Liability and Comprehensive Property Damage.
  - b.** Hangar Keeper's Liability.
- 3.** The following insurance is required for t-hanger or one aircraft box hangars:
  - a.** Comprehensive Public Liability and Comprehensive Property Damage.
- 4.** The community hangar Operator shall have his faculties (trained employees and/or equipment) available, either on site or on-call, for tenant aircraft removal or storage twenty-four (24) hours per day, seven (7) days a week.
- 5.** The Operator shall demonstrate that it can provide sufficient personnel trained with appropriate equipment to meet all requirements for the storage of aircraft.

## **SECTION 3.11 SPECIALIZED COMMERCIAL FLYING SERVICES**

### **STATEMENT OF CONCEPT**

A specialized commercial flying services Operator engages in air transportation for hire for the purposes of providing the use of aircraft for the activities listed below:

Nonstop sightseeing flights that begin and end at the same airport; Crop dusting, seeding, spraying, and bird chasing;

Banner towing and aerial advertising; Aerial photography or survey; Powerline or pipe line patrol;

Others

### **MINIMUM STANDARDS**

1. The Operator shall lease sufficient land from the Owner and the lease shall include a building sufficient to accommodate all activities and operations proposed by the Operator. The minimum areas in each instance shall be subject to the approval of the Owner. In the case of crop dusting and aerial application, the Operator shall make suitable arrangements and have such space available in his leased area for safe loading, unloading, storage, containment and disposal of chemical materials, in accordance with all applicable Federal, State, and local regulations/ordinances. The Owner shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature.

All Operators will, however, be required to maintain the Aircraft Liability Coverage as set forth in the Minimum Standards for Operators Section 2.2 above.

2. The Operator shall have in his employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient and safe manner.
3. The Operator must provide, by means of an office or telephone, a point of contact for the public desiring to utilize Operator's services.

## **SECTION 3.12    MULTIPLE SERVICES**

### **STATEMENT OF CONCEPT**

A multiple services Operator engages in any two (2) or more of the aeronautical services for which minimum standards have been hereinbefore provided.

### **MINIMUM STANDARDS**

1. The Operator shall lease sufficient land from the Owner and the lease shall include a building sufficient to accommodate all activities and operations proposed by the Operator.
2. The Operator shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed, except that multiple uses can be made of all aircraft with the exception of aircraft used for crop dusting, aerial application, or other commercial use of chemicals.
3. The Operator shall provide the facilities and equipment required to meet the minimum standards as hereinbefore provided for each aeronautical service the Operator is performing.
4. The Operator shall obtain, as a minimum, that insurance coverage which is equal to individual insurance requirement of all the aeronautical services being performed by Operator.
5. The Operator shall adhere to the hours of operation required for each aeronautical service being performed.
6. The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards for each aeronautical service the Operator is performing as hereinbefore provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator.

## **CHAPTER IV**

### **FLYING**

### **CLUBS**

#### **STATEMENT OF CONCEPT**

The Club must be a non-profit corporation or partnership. The ownership of the aircraft shall be vested in the name of the flying club or owned in equal shares by all of its *bona fide* owners. For the purposes of this document the term "aircraft" shall include gliders.

#### **MINIMUM STANDARDS**

1. The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual cost of operation, maintenance and replacement of its aircraft. The Club will file and keep current with the Airport Manager, semi-annually, a complete list of the Club's membership and a record of Club finances.
2. Club aircraft shall not be used for hire, charter, or air taxi. Student instructions may be given in the Club aircraft by one Club member to another Club member, providing no compensation takes place. Otherwise, it must be given by an Operator with a current agreement with the Owner.
3. In the event the Club fails to comply with these conditions, the Owner will notify the Club in writing of such violations. The Club shall have fourteen (14) calendar days to correct such violations. If the Club fails to correct the violations, the Owner may demand the Club's removal from the Airport.
4. The flying Club must agree and provide as a minimum insurance in the following categories to the same level as required for all Operators:
  - a. Aircraft Liability \$1,000,000 combined single limit bodily injury and property damage.
  - b. Comprehensive Public Liability and Comprehensive Property Damage.
5. Aircraft maintenance performed by the Club shall be limited to only that maintenance that does not require a certificated mechanic. All other maintenance must be provided by a properly certificated person or repair business, approved for airport operations.
6. The flying Club must comply with all Dept. of Homeland Security Regulations.

## **CHAPTER V**

### **UNMANNED AIRCRAFT SYSTEMS (UAS)**

#### **STATEMENT OF CONCEPT**

An Unmanned Aircraft System consists of: (1) an unmanned aircraft, (2) a ground control station, and (3) command and control link(s). The term includes drones, unmanned aerial vehicles (UAV), remotely piloted aircraft systems (RPAS) and radio-controlled model aircraft. The FAA governing documents for UAS are FAA Regulations parts 101 and 107, available on the FAA website.

#### **MINIMUM STANDARDS**

- 1.** The operation, either landing or taking off, of the class of aircraft or vehicle known commonly as unmanned aircraft systems (UAS), (see definition above) is prohibited on the Airport unless all of the provisions of this section are met.
- 2.** The operator of each UAS shall comply fully with the current provisions of Part 101 and Part 107, as applicable, of the Federal Aviation Regulations (FAR). Copies of FAR Parts 101 and 107 can be obtained from the FAA website.
- 3.** In addition to the requirements of Parts 101 and 107, each operator or potential operator shall comply with the following:
  - a)** All persons who operate or propose to operate an UAS under Part 107 to or from the Airport must possess a current Remote Pilot Airman Certificate, be 16 years or older, and pass TSA vetting.
  - b)** UAS operators **MUST**:
    - i.** Always yield right-of-way to manned aircraft; never fly near other aircraft
    - ii.** Keep UAS aircraft in visual line-of-sight at all times.
    - iii.** Obey all FAR Parts 101 and 107, as applicable to the UAS system in use.
  - c)** All UAS operations on or near the Airport shall be subject to a written operating agreement between each person operating an UAS and Jasper County Government. After entering into such written agreement, each operation of the UAS shall be coordinated by telephone with, and receive the prior approval of, the Airport Manager prior to such operation.
  - d)** Each person operating an UAS shall maintain extreme vigilance so as to avoid all other aircraft.
  - e)** Prior to conducting any UAS operations to or from the Airport, each operator of each UAS shall obtain minimum comprehensive general liability insurance in the amount of \$1,000,000.00 combined single limit covering bodily injury and property damage. Any policy issued shall include Airport premises liability and all other related hazards and perils and shall name the Owner, Jasper County South Carolina as additional insured.

## **CHAPTER VI**

### **ULTRALIGHT VEHICLE OPERATIONS**

#### **STATEMENT OF CONCEPT**

This term refers to ultralight vehicles meeting the applicability for operations under Part 103. For the purposes of this Minimum Standard, an ultralight is a vehicle that is used or intended to be used for manned operation in the air by a single occupant.

#### **MINIMUM STANDARDS**

- 1.** The operation, either landing or taking off, of the class of vehicle known commonly as ultralight, is prohibited on the Airport unless all of the provisions of this section are met.
- 2.** The operator of each ultralight vehicle shall comply with the current provisions of Part 103 of the Federal Aviation Regulations (FAR). Copies of FAR Part 103 can be obtained from the FAA website.
- 3.** In addition to the requirements of Part 103, each operator or potential operator shall comply with the following:
  - a.** All ultralight vehicle operations to or from the Airport shall be subject to a written operating agreement between each person operating an ultralight vehicle and Jasper County Government. After entering into such written agreement, each flight of the ultralight shall be coordinated by telephone with the Airport Manager prior to such operation.
  - b.** Each person operating an ultralight vehicle shall maintain vigilance so as to see and avoid aircraft and shall yield the right-of-way to all aircraft.
  - c.** All ultralight vehicles operating at the Airport shall be equipped with an operational two-way radio with adequate frequency selection to assure normal contact with the Airport UNICOM.
  - d.** Prior to conducting any ultralight vehicle operations to or from the Airport, each operator of each ultralight vehicle shall obtain minimum comprehensive general liability insurance in the amount of \$1,000,000.00 combined single limit covering bodily injury and property damage. Any policy issued shall include Airport premises liability and all other related hazards and perils and shall name the Owner, Jasper County South Carolina as additional insured.

# **CHAPTER VII**

## **GLIDER**

### **OPERATIONS**

#### **STATEMENT OF CONCEPT**

Federal Aviation Administration (FAA) defines a glider as a heavier-than-air aircraft that is supported in flight by the dynamic reaction of the air against its lifting surfaces, and whose free flight does not depend principally on an engine.

#### **MINIMUM STANDARDS**

- 1.** A glider, including the tow aircraft during towing operations, has the right-of-way over powered aircraft.
- 2.** Glider operations will be on the designated grass area adjacent to the runway.
- 3.** The glider traffic pattern will be inside the pattern of engine-driven aircraft. The glider pattern will normally be on the side of the Airport closest to the glider operating area. This will allow gliders to fly the same direction traffic pattern as powered aircraft in certain wind conditions and necessitate a separate, opposing direction traffic pattern in other wind conditions.
- 4.** Glider operations in close proximity to powered aircraft can present some unsafe situations; accordingly, all glider operators are strongly encouraged to maintain vigilance at all times.
- 5.** All gliders operating at the Airport shall be equipped with an operational two-way radio with adequate frequency selection to assure normal contact with the Airport UNICOM.
- 6.** Prior to conducting any glider operations to or from the Airport, each operator of each glider shall obtain minimum aircraft liability insurance in the amount of \$1,000,000.00 combined single limit covering bodily injury and property damage. Any policy issued shall include Airport premises liability and all other related hazards and perils and shall name the Owner, Jasper County South Carolina as additional insured.

## **CHAPTER VIII**

### **NON-COMMERCIAL AVIATION FUEL USER**

#### **STATEMENT OF CONCEPT**

A non-commercial aviation fuel user maintains fuel storage and transfer only for his own aircraft or aircraft leased for his exclusive use.

#### **MINIMUM STANDARDS**

1. No person shall engage in the activity of storing, transporting, or dispensing of non-commercial aviation fuels except those persons holding a written permit issued by the Owner (see *Appendix A*).
2. At no time shall Lessee share, sub-lease, or in any other manner provide fuel or fueling facilities to any other tenant or any other aircraft except those aircraft owned or leased for the exclusive use of the tenant designated in the agreement.
3. Lessee shall install and maintain all fuel facilities in accordance with plans and specifications approved in writing by the Owner.
4. Lessee shall comply with all local, state and federal laws and regulations governing the installation, operation, maintenance and safety of all fueling facilities, equipment and dispensing vehicles.
5. When there is a fuel farm area, only dispensing trucks, bulk fuel trucks, emergency vehicles and other vehicles approved by the Owner shall be permitted within the area.
6. Each prospective fuel Lessee shall submit to the Owner a written proposal which sets forth the extent of operations, to include: fuel grades; estimated annual volume; experience and training of fuel handling personnel; type, size and condition of all fueling facilities and equipment to be used; assurance provisions for the security and safety of the facility.
7. The Lessee shall have the following insurance in the amounts required by all Operators (Minimum Standards for All Operators, above):
  - a. Comprehensive Public Liability and Comprehensive Property Damage.
  - b. Fuel Tank Financial Responsibility.
  - c. Environmental Impairment Liability
8. The Lessee shall pay to the Owner a fuel flowage fee which shall be a percentage of the cost of the fuel received into storage or dispensed into aircraft. That basis and rate will be established by the lease. The Lessee shall submit to the Owner the cost of, and amount of, gallons received each month, and payment for the fuel flowage fee thereon, on or before the 10th day of the following calendar month. The Lessee shall also maintain copies or original receipts from the wholesale fuel vendor as evidence of amount and cost of gallons dispensed per month, for audit purposes.

**CHAPTER IX**  
**OPERATORS SUBLEASING TO/FROM**  
**ANOTHER OPERATOR**

Prior to finalizing any sublease agreement, the lessee and proposed sublessee shall obtain the written approval of the Airport Owner for the sublease and business proposed. Said sublease shall define the type of business and service to be offered by the sublessee.

The sublessee Operator shall meet all the minimum standards established by the Owner for the categories of services to be furnished by the Operator and a statement shall be inserted into the sublease stating that the sublessee Operator agrees to meet all Airport Minimum Standards. The minimum standards may be met in combination between lessee and sublessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sublessee that shall be used to meet the standards.

## **APPENDIX A NON-COMMERCIAL SELF-FUELING**

### **Non-Commercial Business Self-Fueling Application and Permit**

#### **Ridgeland-Claude Dean Airport**

**Applicant:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Aircraft Storage Location/Hangar Address:** \_\_\_\_\_

**Aircraft to be Fueled** (List Type & N-number): \_\_\_\_\_

\_\_\_\_\_

**Type of Fueling System:** ☐ Transportable Tank ☐ Non-Transportable Tank/Fueling Station

**Type of Fuel to be Dispensed:** ☐ JET A ☐ 100 LL

**Location of Fueling Station:** \_\_\_\_\_

*The applicant requests approval to conduct Non-Commercial Self-Fueling of based aircraft that are owned by or leased by the Applicant.*

**FEE PAYMENT:** Applicant shall pay the monthly fuel flowage fee of 4% of delivery cost No Later Than (NLT) the 10<sup>th</sup> of each month for fuel dispensed into aircraft owned or leased by the applicant for the previous month. Failure to pay the flowage fee by the 10<sup>th</sup> of the month will result in a late fee of the amount owed, plus a 10% penalty.

#### **PERMIT LIMITATIONS:**

- a. This Permit may not be assigned or transferred.
- b. A holder of a Self-Fueling Permit shall not dispense or permit the dispensing of aircraft fuels into aircraft that are not owned or leased by the applicant and specified above on this permit.
- c. This permit shall remain in effect until the expiration of the permittee's land lease unless otherwise suspended, relinquished or revoked.
- d. The flowage fee is subject to review and adjustment every 3 years.

**INFORMATION CHANGES:** The Applicant must notify the Airport Manager in writing within ten (10) days of any changes to the information provided on this form.

**COMPETENCY:** The Applicant certifies that the personnel engaged in self-fueling are properly trained in aircraft fueling, fuel handling and associated safety procedures, and will conform to the best practices for such operations.

**SELF-FUELING RULES AND REGULATIONS:** The Applicant certifies that he or she has read and understands the Airport's Minimum Standards regarding Non-Commercial Self-Fueling and acknowledges receipt of a copy of these Minimum Standards.

**REPORTING:** The Applicant shall provide monthly fuel inventory reconciliation reports listing the type and amount of fuel dispensed to all aircraft, fuel received, spilled, or otherwise accounted for. If fuel is spilled, applicant will report the corrective and clean-up actions taken.

*The undersigned representative certifies he/she is authorized to sign for this permit and shall comply with all the provisions of the Airport Minimum Standards.*

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Print Name**

**For Airport Administration Use Only**

Insurance Certificate ☐ Yes ☐ No

Spill Prevention Contingency and Control Plan (SPCC) ☐ Yes ☐ No

Standard Operating Procedures/Quality Control Plan ☐ Yes ☐ No

Fire Marshal Inspection Conducted ☐ Yes ☐ No

Proof of Aircraft Ownership or copy of Lease ☐ Yes ☐ No

**Copy of:**

1) NFPA 407 Standards for Aircraft fueling ☐ Yes ☐ No

2) FAA AC 150/5230-4 Aircraft Fuel Storage, Handling, and dispensing ☐ Yes ☐ No

**Approved by:**

\_\_\_\_\_  
**Airport Manager**

\_\_\_\_\_  
**Date**

***Return Original to: Airport Manager***

## **Non-Commercial Business Self-Fueling Rules and Regulations**

### **Ridgeland – Claude Dean Airport**

#### **Section 1: Statement of Concept**

- 1.1 Self-Fueling is the dispensing of fuel into an aircraft by the aircraft owner or lessee, from facilities and equipment provided by that owner. This section applies exclusively to the dispensing of aviation fuel by other than an approved Full-Service FBO (as described in the Minimum Standards for Airport Aeronautical Services above).
- 1.2 All entities desirous of Self-Fueling shall be accorded a fair and reasonable opportunity, without unjust discrimination, to qualify and receive a Non-Commercial Self-Fueling Permit.

#### **Section 2: Agreement/Approval**

- 2.1 No person shall Self-Fuel his or her aircraft, unless they possess a valid Non-Commercial Self-Fueling Permit authorizing such activities and approved by the Airport Manager.
- 2.2 The Permit shall not reduce or limit the Permittee's obligations with respect to these Self-Fueling Standards.
- 2.3 Prior to issuance and subsequently upon request by the Airport Manager, the Permittee shall provide evidence of ownership (and/or lease agreement) of any Aircraft being Fueled by the Permittee. Aircraft that are leased must be under the complete operational control of the Permittee and leased for a minimum of two (2) years. The Permittee may be required to show proof that the person fueling the aircraft is an employee of the Permittee (proof may be a copy of the employee's W-2 Statement).

#### **Section 3: Reporting**

- 3.1 Permittee shall report all Fuel dispensed during each calendar month and submit a summary report along with the appropriate Fuel Flowage Fee due to the Owner on or before the 10<sup>th</sup> of each subsequent month.
- 3.2 Permittee shall during the term of the Permit and two (2) years thereafter maintain records identifying the total number of aviation Fuel gallons purchased and dispensed. Records shall be made available for Audit by the Airport Manager, or representatives from the Owner.

In the case of a discrepancy, Permittee shall promptly pay all additional fees and charges due the Airport, plus any applicable penalties.

## **Section 4: Fuel Storage**

- 4.1 Permittee shall arrange and demonstrate that safe and satisfactory arrangements have been made for the storage of fuel on the airport premises.
- 4.2 Operators authorized by the Airport to construct or install a Fuel storage facility at the Airport shall do so at their own expense, on airport property under lease by the permittee. The total storage capacity of non-transportable tanks shall be a minimum of:
  - a. 12,000 gallons for Jet A Fuel
  - b. 12,000 gallons for 100 LL Fuel (AVGAS)
- 4.3 The use of a portable or transportable fuel tank is acceptable at the Airport. The storage of a portable or transportable tank on Airport property is **prohibited**. All transportable tanks or portable fuel tanks must be removed immediately from Airport property once the aircraft is fueled.

## **Section 5: General Standards for Refuelers**

- 5.1 Permittee shall utilize a single refueling vehicle for each type of Fuel to be dispensed. AVGAS refuelers shall have a minimum capacity of 500 gallons and Jet refuelers shall have a minimum capacity of 1,000 gallons. All refueling vehicles shall be capable of bottom loading.
- 5.2 Each refueling vehicle shall be equipped and maintained to comply at all times with the applicable safety and fire prevention requirements set forth in the Airport Minimum Standards, Jasper County Fire Code, the National Fire Protection Association Codes, the Federal Aviation Administration (FAA), and any other state or federal requirements.
- 5.3 Prior to transporting Fuel onto the Airport, the Permittee shall provide the Airport with a Spill Prevention Contingency and Control Plan (SPCC) that meets regulatory requirements for above ground Fuel storage facilities. A copy of such SPCC Plan shall be filed with the Airport Manager at least ten (10) business days prior to such implementation. Such plan shall describe, in detail, those methods that shall be used by the Permittee to clean up any potentially hazardous Fuel spills. This plan shall also describe, in detail, which methods the Permittee intends to use to prevent any such spill from ever occurring.
- 5.4 In accordance with all applicable Regulatory Measures and appropriate industry practices, the Permittee shall develop and maintain Standard Operating Procedures (SOP) for Fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing (including updates).

The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures for Fuel spills and fires.

- 5.5** The SOP shall be submitted to the Airport Manager no later than ten (10) business days before the Permittee commences Non-Commercial Serve-Fueling at the Airport. The Airport may conduct inspections on a periodic basis to ensure compliance.
- 5.6** The dispensing of Fuel must meet all applicable Airport, State of South Carolina, and Federal regulations, including Federal Aviation Administration (FAA) Advisory Circulars, as well as American Standard Testing Method (ASTM) D-910 for AvGas, ATM D-1655 for Jet Fuel which shall be determined at the time of delivery into the aircraft, and NFPA 407.
- 5.7** Prior to Self-Fueling of any aircraft, the person shall provide to the Airport Manager a copy of the FAA's Aircraft registration certificate for that aircraft verifying sole ownership by the person, or proof of being the lessee of said aircraft, and that he or she has complete operational control over the aircraft.
- 5.8** Provide Insurance coverage in amounts no less than specified in Appendix B of the Airport Minimum Standards.
- 5.9** Provide written proof that the County Fire Marshal has inspected the fueling facilities and reviewed the fueling methods for dispensing fuel into the aircraft and has approved such.

## **APPENDIX B INSURANCE**

### **Ridgeland-Claude Dean Airport**

The following minimum insurance levels are required for all operators, as applicable to the type of aeronautical activity engaged in:

1. Statutory Workers' Compensation Insurance shall be carried for any person, corporation, partnerships, or other as required by South Carolina law with commercial operations at the Airport. In addition, if you are required to carry Worker's Compensation you must include:
  - (a) Employers Liability:
    - Bodily Injury by Accident - \$100,000 each accident.
    - Bodily Injury by Disease - \$500,000 policy limit.
    - Bodily Injury by Disease - \$100,000 each employee.
2. Premises Liability Insurance for all persons, corporations, partnerships or others with commercial operations and must include:
  - (a) Not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.
  - (b) Not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage for Products Liability if you sell, repair, manufacturer, or distribute products.
3. Aircraft Liability for any persons, corporations, partnerships, or others who own, non-own, lease, borrow, or hire an aircraft.
  - (a) Not less than \$1,000,000 Combined Single Limits Bodily Injury and Property Damage, limited to \$100,000 per Seat Passenger Legal Liability.
4. Environmental Impairment Liability (Pollution Liability) for anyone having stationary fuel tanks, portable fuel tanks, waste oil tanks or drums of chemicals.
  - (a) \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage.
5. Hangar-keeper's Legal Liability for any persons, corporations, partnerships, or others who have aircraft which are the property of others and are in the care, custody, or control of the person, corporation, partnership, or other as a bailee.
  - (a) Not less than a per-aircraft limit equal to the maximum value of any aircraft and a maximum limit of the total value of all aircraft while in the care, custody or control of the operator.

6. The Jasper County Council shall be shown as an additional insured on Aircraft Liability, Premises Liability, Hangar-keeper's Liability, Environmental Impairment Liability, and Automobile Liability policies that are required.
7. The Cancellation provision should provide a 30-day notice of cancellation.
8. Insurance Company, except Workers' Compensation carrier, must have an A.M. Best Rating of A-6 or higher.
9. Insurance Company shall be licensed to do business by the South Carolina Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must be current and on file with the Airport Manager.
11. All minimum insurance coverages required will be primary over an insurance program carried by the County, only as respects operations of insured.
12. The person, corporation, partnership or other shall agree to waive all rights of subrogation against the Jasper County Council, its officers, officials, employees, and volunteers and the Ridgeland-Claude Dean Aeronautics Commission from losses arising from the issue of this permit.
13. All accidents involving insurance claims must be reported to the County. If the County requires any information on coverage or a particular claim; the person, corporation, partnership, or other must provide copies of policies or loss runs.
14. Compliance by the person, corporation, partnership or other with the forgoing requirements as to carrying minimum insurance shall not relieve the person, corporation, partnership or other of their liability provisions.
15. The person, corporation, partnership or other is to comply with the FAA, EPA, OSHA and any other laws that may apply to them when entering the Airport.
16. The person, corporation, partnership, or other shall, at a minimum, apply risk management best practices accepted by their industry.
17. The Jasper County Council reserves the right to amend these minimum standards for insurance at any time, based on the increase in legal liability exposures and the availability of insurance coverages and limits.

## APPENDIX C

## INDEPENDENT MECHANIC

### Independent Mechanic Application Ridgeland-Claude Dean Airport

Applicant (Print): \_\_\_\_\_

Type of Repairs to be performed: ☐ Powerplant ☐ Airframe ☐ Avionic ☐ Other \_\_\_\_\_

The applicant requests approval to conduct repairs of based aircraft.

#### **PERMIT LIMITATIONS:**

- a. This Permit may not be assigned or transferred.
- b. This permit shall remain in effect for one (1) year from the date approved by the Airport Manager, unless otherwise suspended, relinquished or revoked sooner.

**INFORMATION CHANGES:** The Applicant must notify the Airport Manager in writing within ten (10) days of any changes to the information provided on this form.

**COMPETENCY:** The Applicant certifies that he is the holder of a current FAA A&P certificate for the type of repairs indicated above. Further, the applicant certifies that he will maintain such certificates current throughout the duration of this permit. Failure to do so will constitute immediate revocation of this permit.

**INSURANCE:** The Applicant certifies that he will maintain throughout the duration of this permit, a minimum of insurance types and levels as outlined in Appendix B above. Failure to do so will constitute immediate revocation of this permit.

**MINIMUM STANDARDS:** The Applicant certifies that he or she has read and understands the Minimum Standards for Airport Aeronautical Services and acknowledges receipt of a copy of these Minimum Standards.

**PERMIT:** The permittee understands that he must have his permit on his person at all times when performing repair duties on the Airport and must present it if so requested.

*The undersigned certifies he/she is authorized to sign this application and shall comply with all the provisions of the Airport Minimum Standards.*

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Print Name**

-

## **APPENDIX C INDEPENDENT MECHANIC**

### **Independent Mechanic Permit Ridgeland-Claude Dean Airport**

This certifies that \_\_\_\_\_, having paid the required fee and having provided proof of appropriate FAA licenses and certifications for performing: airframe/ powerplant/avionics (circle the applicable choice/choices), and having provided proof of insurance of the type(s) and levels required by the Minimum Standards for Airport Aeronautical Services, is hereby issued a Permit to perform those activities at the Ridgeland-Claude Dean Airport for one year from the below date.

Signed,

\_\_\_\_\_  
**Airport Manager**

**Date:** \_\_\_\_\_

## **APPENDIX D ANNUAL NON-COMMERCIAL SELF – FUELING PERMIT**

### **Individual Aircraft Owner Non Aeronautical Service Ridgeland-Claude Dean Airport**

Self-fueling is the dispensing of fuel into an aircraft by the owner from equipment provided by the owner and is a permitted right under FAA grant assurances. The County is charged with the responsibility to protect the public welfare of those authorized to utilize the airport and hereby establishes the following requirements as they pertain to all individual non-commercial, non- aeronautical service users desiring to self-fuel their own aircraft using automotive gasoline (Mogas) in lieu of aviation gasoline (Avgas) or self-fueling with Avgas from off-Airport. All individual aircraft owner, non- aeronautical service self-fueling operations on the Airport will be governed by a Permit issued by the Airport Manager. This Permit is for self-fueling of based aircraft owned by or leased by the Applicant. This Permit is not required for fuel dispensed from a FBO or use of a self-service pump located on the Airport.

***Permit Cost is \$25.00.***

Aircraft Type and N Number: \_\_\_\_\_

Aircraft Storage Location/Hanger: \_\_\_\_\_

Fuel to be Dispensed: \_\_\_\_\_ ***Mogas***                      \_\_\_\_\_ ***Avgas***

#### **Self – Fueling Permit Limitations:**

- 1) Applicant must be a tenant on Airport and the aircraft must be based at the Airport.
- 2) This permit may not be sold, conveyed, transferred or assigned. The Applicant must provide evidence of ownership, such as FAA aircraft registration certificate, or exclusive written lease agreement for every aircraft needing self-fueling.
- 3) Applicant shall not dispense or permit the dispensing of fuels into aircraft not owned or leased by the Applicant. Any dispensing of fuel to aircraft not on the approved Non-commercial Self-fueling Permit or using personnel not employed by the Applicant shall be grounds for revocation.
- 4) The Applicant certifies that the personnel engaged in self-fueling are properly trained in aircraft fueling, fuel handling and associated safety procedures, and will conform to the best practices of such operations.
- 5) The Applicant understands that refueling equipment and refueling methods are subject to inspection and approval by the Fire Chief or designee using acceptable principles or test by national authorities or industry-accepted organizations (NFPA).
- 6) The maximum container size used for the transport and storage of ***Mogas*** or ***Avgas*** on or about the Airport shall not exceed five (5) gallons unless otherwise approved by the Fire Chief or designee.

- 7) No more than five (5) gallons of fuel in an approved fuel container shall be stored in any building or structure on the Airport at any time.
  - 8) Refueling/defueling of aircraft in a hanger or building is strictly prohibited.
  - 9) For fuel containers exceeding five (5) gallons, hand or power pumps shall be used to transfer fuel from its storage container into the aircraft.
  - 10) The transfer of fuel from the gas tank of a ground based vehicle is not permitted.
  - 11) The transportation of **Mogas** or **Avgas** onto or off of the Airport must be conducted in accordance with accepted industry standards outlined in NFPA 407 and applicable local Code.
  - 12) The dispensing of **Mogas** or **Avgas** must meet all applicable Airport, State of South Carolina and Federal regulations, including Federal Aviation Administration (FAA) Advisory Circulars, as well as American Standard Testing Method (ASTM) D-910 for AvGas and D-430-58 for Mogas; which shall be determined at the time of delivery into the aircraft or ultralight vehicle, and NFPA.
  - 13) The Applicant certifies that he or she has read and understands the Airport Rules and Regulations regarding fueling activity and acknowledges receipt of a copy of these Rules and Regulations.
- Initial(s): \_\_\_\_\_

The undersigned certifies that he or she is authorized execute this Permit and shall comply with all the provisions of the Airport Rules and Regulations.

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

Date: \_\_\_\_\_

Evidence of Aircraft Ownership or Lease Agreement Attached

Permit Fee Submitted: \_\_\_\_\_

Check # \_\_\_\_\_

# **MINIMUM STANDARDS FOR AIRCRAFT HANGAR CONSTRUCTION**

**RIDGELAND – CLAUDE DEAN AIRPORT**

**May 10, 2019**

**RIDGELAND, SOUTH CAROLINA**





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## **SECTION 1.1 PURPOSES**

The purposes of these Construction Standards are to:

- ✓ Insure design and construction of consistent, high quality infrastructure
- ✓ Protect and enhance airport investment

## **SECTION 1.2 OBJECTIVES**

*BRANDING – to project aesthetic continuity*

*ECONOMIC – to protect property values and encourage investment*

*ENVIRONMENTAL – to minimize adverse impact upon the ecosystem*

*SAFETY – to provide secure storage of aircraft and safe working environment*

*VISUAL – to promote architectural and landscape design*

## **SECTION 1.3 GENERAL PROVISIONS**

Permanent structures may not be constructed on airport property, unless first approved for conformance to:

- A. Current Airport Layout Plan (ALP);
- B. Airport Building Restriction Lines (BRL) and height restrictions;
- C. Non-interference with Airport or Federal Aviation Administration (FAA) radio/guidance equipment;
- D. Minimum Standards for Aeronautical Services;
- E. Minimum Standards for Aircraft Hangar Construction;
- F. Access to the proposed building, including any required easements, roads or private taxi lanes;
- G. Ground lease approved by the County Administrator, or an approved sub-lease with an existing authorized tenant of the Airport.
- H. Proper filing of FAA Form 7460-1 (Notice of Proposed Construction or Alteration) with the FAA; along with copies to the Airport Manager.

## **SECTION 1.4 GENERAL APPROVAL PROCESS**

The following information is a guide for constructing a new hangar or substantial alteration of an existing hangar or other building type at the Ridgeland – Claude Dean Airport

- 1) Meet with the Airport Manager to discuss proposed development or for general inquiry.
- 2) If the hangar(s) will be used for the provision of aeronautical services; excluding private hangar and corporate hangars used to store the owners aircraft exclusively, the applicant must submit a Business Plan to the Airport Manager for approval by the County Administrator.
- 3) Submit a FAA Form 7460 – 1 (Notice of Proposed Construction or Alteration) to the FAA Atlanta District Office for approval; along with a copy to the Airport Manager.
- 4) New hangars or alterations to existing hangars require a building permit from the Jasper County Building Official and approval from the Jasper County Fire Marshal.
- 5) Submit a copy of the approved FAA Form 7460-1 (Notice of Proposed Construction or Alteration) and approved building permits from the Jasper County Building Official and approval letter from the Jasper County Fire Marshal to Airport Manager for ground lease preparation.
- 6) Upon approval of the ground lease by the County Administrator, the applicant will receive a Notice to Proceed with construction.

The construction Notice to Proceed shall be based upon the applicant's understanding that he/she shall be required to adhere to the ***"Minimum Standards for Aeronautical Services"***.

The construction Notice to Proceed shall be based upon the applicant's understanding that he/she shall be required to adhere to the ***"Minimum Standards for Aircraft Hangar Construction"***.

## **SECTION 1.5 SPECIFIC APPROVAL PROCESS**

These standards shall apply to all properties depicted in the Airport Layout Plan (ALP) and are in addition to any other jurisdictional requirements including but not limited to zoning, building codes and land development regulations of Jasper County, South Carolina.

- 1) Copies of all structural plans, site plans, and material specifications developed by a State of South Carolina licensed architect and/or engineer shall be provided to the Jasper County Building Official for review and approval, and upon such approval shall become property of the Airport;
- 2) The Jasper County Building Official and Jasper County Fire Marshal or designated agent shall make frequent inspections during construction of any approved building.

No changes to, or variations from approved plans and specifications shall be permitted, unless prior written approval by the County Administrator, Jasper County Building Official and Jasper County Fire Marshal;

- 3) Construction of an approved structure or material component thereof shall not begin until the following documents or proofs have been submitted and approved by the County Administrator:
  - a) Contractor's Comprehensive General Liability Insurance in an amount not less than defined in Minimum Standards for Aeronautical Services;
  - b) Contractor's Workers Compensation Insurance not less than defined by applicable State of South Carolina statute.
  - c) Contractor's Comprehensive Property Damage Insurance not less than defined in Minimum Standards for Aeronautical Services;
  - d) Performance, Material and Labor Payment Bond that equals the value of the proposed project.
- 4) Erection or siting temporary buildings must be approved, in writing, by the County Administrator, Jasper County Building Official, and Jasper County Fire Marshal for type, use, design and location on an individual basis for a specified term and that removal of temporary buildings will be done at the Lessee's expense, within twenty-one (21) calendar days of the end of the approved term.
- 5) Failure by the Lessee to comply with Airport requirements or failure to complete a construction project according to the approved plans and specifications shall be cause for the County Administrator to revoke any ground lease with the Lessee of the project and require that any and all applicable structures be removed from Airport property.

In addition to the forgoing remedies, the Jasper County Council shall retain all other remedies provided by the lease term or provided by law.

## **CHAPTER II**

### **MINIMUM CONSTRUCTION STANDARDS**

#### **SECTION 2.1            MINIMUM CONSTRUCTION STANDARDS**

##### **1) General Requirements**

- A. This general section requires permits for building, plumbing, mechanical, HVAC, fire and electrical.
- B. All structures shall be designed and constructed in accordance with the building, plumbing, mechanical, HVAC and electrical codes as adopted by Jasper County, South Carolina.
- C. All plans must be approved by all required local or state building inspection offices and all permits must be obtained prior to construction.
- D. All electrical, plumbing, mechanical, HVAC, fire and electrical or any other work that are governed by Federal, State or local licensing regulations will be performed only by individuals or companies so licensed.
- E. All construction shall be in compliance with all applicable zoning regulations, FAA regulations, and other regulations issued by agencies having jurisdiction over work within the scope of these standards.
- F. The Jasper County Building Official and the Airport Manager must approve the schedule for all work and the approved schedule shall become binding upon the applicants unless a schedule revision has received written approval by the Jasper County Building Official and Airport Manager.

##### **2) Special Requirements**

The following are emphasized to promote safety, insurability of structures on airport properties and to maintain the value of all airport properties.

- A. Footings and Foundations: Soil tests shall be performed at the location of any proposed structure and the design of the footing and foundation based on the results. Copies of the design and test results bearing the seal of a registered architect or engineer shall be submitted to the Jasper County Building Official.
- B. Structural Strength and Materials: The Building Code currently adopted by Jasper County shall apply as to allowable materials and structural strength for the structural class or types as determined by use, seismic zone, wind and/or snow loads.
- C. Fire Rating: The fire ratings of structures used for the storage of aircraft, and flammable or hazardous materials shall comply with the Building Code and any Federal, State or local fire codes and are subject to the approval of Jasper County Fire Marshal.

### 3) **Framing**

All framing shall be metal composition and meet building code specifications.

### 4) **Exterior**

- A. All exterior surfaces must be pre-finished aluminum, steel, Concrete Masonry Unit (CMU) or concrete construction. No painted wood or other material may be used. No galvanized metal shall be used on any exterior surface.
- B. The minimum gauge steel used for roofing shall be twenty-six (26) and shall be factory finished in a color approved by the Airport Commission and warranted by the manufacturer as to color fastness for twenty (20) year minimum.
- C. No wood or wood composite siding or composite roofing shall be allowed.
- D. No flat roofs shall be allowed.

### 5) **Aesthetics**

The Ridgeland – Claude Dean Airport strives to achieve a pleasing aesthetic quality in the colors, design, uniformity, and structure of any new hangars developed on the Airport.

All exterior material compositions and color charts must be submitted to the Airport Manager for approval before construction. The Airport Manager can reject distasteful designs and color schemes at his/her discretion. Standard colors for wall panel, roof and wainscot or trim will be identified and registered with the Airport Manager.

- A. Wall Panel Colors acceptable shall include earth-tone tertiary colors:  
Beige, Tan, Salmon, Ivory, Light Stone, Sand Gold, Ash Gray, Light Blue, Copper Penny and Sage Green
- B. Wall Panel Colors not acceptable shall include primary and secondary colors:  
Pink, Black, Brown, Yellow, Blue, Green, Purple, Gray, Maroon, Snow White, Navy Blue and Charcoal
- C. Roof color, wall panel color and wainscot or trim color shall be solid color with no patterns.
- D. Where concrete masonry unit (CMU), poured in place or preformed concrete walls are used, the exterior shall be sealed and stained in an above approved color.
- E. All signage on hangars and leased property must have prior approval from the Airport Manager.

## **6) Floor and Ramp Construction**

- A. All hangar floors must be constructed of concrete having a minimum of five (5) inch thickness or as approved and shall include Fibermesh reinforcement of a type approved by the Jasper County Building Official.
- B. Ramps/Aprons shall be concrete construction having a minimum eight (8) inch thickness p-209 compacted road base and minimum five and a half (5 ½ ) inch, 4,000 psi concrete with Fibermesh reinforcement of a type approved by the Jasper County Building Official.
- C. Ramps/Aprons shall be constructed as wide as the hangar width.
- D. Copies of the design and test results bearing the seal of a South Carolina registered architect or engineer shall be submitted to the Jasper County Building Official. A stiff broom finish shall be required on exterior ramps.

## **7) Doors**

Bi-fold, hydraulic and sliding doors that do not block access to adjacent hangars may be used. Sliding doors shall not extend past the building corners when in the open position and shall not have outrigger column supports. Stack door shall not be used. All pedestrian doors must be pre-finished metal construction.

## **8) Drainage**

The gradient of the finished floor of any proposed structure and the surrounding surfaces shall provide for positive flow of water into the airport stormwater system. In areas where no stormwater system exists, the Jasper County Building Official may require the installation of inlet and pipe designed for anticipated maximum flow and loading to be installed and attached to the existing stormwater system. An approved system of oil/water separators may be required to prevent contamination of surface or groundwater resources.

## **9) Surface Erosion**

A rain gutter, eavesthrough or surface water channel shall be installed on or adjacent to all buildings as a component of the building rainwater discharge system to prevent surface erosion.

## **10) Landscaping**

The Airport Manager may require landscaping; dependent upon structure location. All plans for landscaping shall be subject to approval by the Airport Manager. Trees shall not be planted; as they tend to attract birds.

*Reference: FAA Advisory Circular (AC) 150/5200-33C Hazardous Wildlife Attractants on or Near Airports*

## 11) **Utilities**

- A. Connection to electric, gas, water, sanitary sewer, telephone and wireless shall be the responsibility of the Lessee. All new electric, cable TV, internet and telephone lines shall be placed underground. Upon completion of construction, a plot plan showing the exact location of all Lessee installed utilities shall be provided to the Jasper County Planning & Building Department and the Town of Ridgeland Water & Sewer Department.
- B. No trenching or excavation shall begin until all pipes and lines in the area have been located. Utility companies shall be contacted for line locates by the Lessee. The Lessee shall be responsible for any damage to existing utilities or communication lines.
- C. Aviation repair and paint facilities, dealerships, fuel farms, equipment degreasing areas, and other facilities generating wastewater with oil and grease content shall be required to pre-treat these waters before discharging to the Town of Ridgeland sanitary sewer system. Pre-treatment requires an oil/water separator be installed and maintained on site.
- D. Oil/water separators shall be commercially manufactured and sized for the intended discharge rates for the facility where installed.

*Reference: FAA Advisory Circular (AC) 150/5320-15A Management of Airport Industrial Waste*

## 12) **Access**

The Lessee will be required to construct paved access road, parking lot ramp/apron, and taxi lane to provide access to the structure. Plans for all structures shall be submitted to the Jasper County Building Official, and Jasper County Fire Marshal for approval. Sidewalks and walkways connecting doorways to parking areas are required at each conventional hangar.

## 13) **Clean Up and Reclamation**

A covered dumpster or other appropriate covered receptacle shall be on site prior to construction and shall remain on site to be used for all waste materials until construction is complete.

All areas disturbed during hangar construction, including utility trenches, must be cleaned up, compacted and covered with topsoil and compacted again. The entire area shall then be covered with sod or re-seeded by the Lessee with a grass mixture.

All areas around the hangar, apron, and ramp must be back-filled in a manner allowing the mowing over the edges of ramps and adjacent buildings.

#### 14) Hangar Size

##### A. T-hangar Building Dimensions (Full Nested)

All-metal 12 unit T-hangar dimensions include building and hangar doors, which shall be a completely integrated system to the following dimensions:

Hangar Feature	Minimum	Maximum
Clear door width-minimum (ft)	42	48
Overall building length (ft)	273	312
Overall building width	50	58
Stall Depth (ft)	32	38
Clear door height (open position) minimum (ft)	12	14' – 0"
Clear tail width – minimum (ft)	21	24

All T-hangars will have, at a minimum, paved concrete interior floors and paved asphaltic concrete or concrete aprons and taxi lanes to their units with sufficient width and clearance from other buildings as recommended by FAA planning guidelines. Automobile parking inside T-hangars is permitted when the occupying aircraft is in use.

##### B. Conventional Hangar Building Dimensions

Minimum conventional hangar size shall be 50 feet by 40 feet. Larger hangar sizes may be constructed and are encouraged, but all hangars must first be as depicted on the Airport Layout Plan and approved by the Airport Manager, Jasper County Building Official and Jasper County Fire Marshal. All hangars must conform to applicable Jasper County construction and fire code requirements.

Conventional hangars must have common design elements which include:

- i. Steel construction for all columns, braces, rafters and rods.
- ii. Metal siding and roofing.
- iii. Bi-fold, hydraulic or sliding doors.
- iv. Clear-span interior construction and concrete floors.

Hangar apron shall be equal to the width of the hangar floor, may be asphaltic concrete or concrete, and must connect to the existing taxi ways or constructed taxi lanes.

Paved asphaltic concrete or concrete automobile parking spaces shall be provided, based upon the size and expected occupancy of the proposed hangar. (Rule of thumb includes one parking space for each employee and one space for each 250 square feet of office space).

Automobile parking inside conventional hangars is permitted when the occupying aircraft are in use.

Additional restrictions or requirements may be imposed by Jasper County Council when, in their judgement, such restrictions or requirements are necessary to insure safety, airport operations, aesthetics, or property value.

## **SECTION 2.2 NOTICE TO PROCEED**

When satisfied that all provisions of this directive have been, or will be fulfilled, the County Administrator will issue a letter notifying the Lessee to proceed with the approved construction. All materials will be shared with the appropriate Town of Ridgeland/Jasper County departments.

Any loss incurred due to work performed, material purchased, or subleases signed by the Lessee prior to receipt of Notice to Proceed shall be the Lessee's responsibility.

## **SECTION 2.3 CLOSEOUT**

The hangar construction project shall be deemed complete after:

- 1) Final building inspections completed and approved by the Jasper County Building Official and Jasper County Fire Marshal;
- 2) All other permits obtained and fees paid;
- 3) Certificate of Occupancy issued by Jasper County;
- 4) Lessee files FAA Form 7460 – 2 Notice of Actual Construction or Alteration;
- 5) Lessee submits to Airport Manager a copy of the approved FAA Form 7460 – 2 Notice of Actual Construction or Alteration.

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE #2019-\_\_**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

To amend the Jasper County Code of Ordinances, Chapter 2, Article II, Division 3, *Standing Committees*, being codified as Section 2-56 through 2-60, to ratify all prior actions of Council which may have occurred without individual committee action, and related matters.

**WHEREAS**, the Jasper County Code of Ordinances was previously amended by adding a new Division 3 pursuant to ordinance 17, adopted June 2, 2008, so as to provide for a system of standing committees comprised of Council Members, but the last several Councils have determined the business delegated to the standing committees was better suited to be addressed by the Council as a whole, and therefore the committee system has not been utilized; and

**WHEREAS**, it is the desire of Council to conform the Code of Ordinances to the immediate past and present practices of the Council by removing the system of standing committees, providing in its stead a system by which *ad hoc* committees may be appointed as the need arises, with the general business of the County being assigned to the Council as a whole, and ratifying all prior actions of Council which may have occurred without individual committee action;

**NOW THEREFORE BE IT ORDAINED** by the Jasper County Council in council duly assembled and by the authority of the same:

**Section 1.** The Jasper County Code of Ordinances, Chapter 2, Article II, Division 3, *Standing Committees*, being codified as Section 2-56 through 2-60, is amended by renaming the Division “Committees”, and deleting Sections 2-56 through 2-60, and replacing those sections with the following:

Section 2-56. Ad Hoc Committees.

There are no standing committees composed of Council Members; generally, the Council meets and discuss matters as a whole. Ad Hoc Committees are created to address specific (or short term) issues and are intended to be in place for a limited duration. Ad Hoc Committees are created by the Chair of Council, or upon vote of the Council, and are terminated by completion of the task assigned to the committee or vote of the Council.

Section 2-57. Objectives and Duties.

Objectives, duties, number of members and expected duration for each Ad Hoc Committee shall be specified at the time the committee is created. If three or more members are appointed to an Ad Hoc Committee, the Chair of County Council shall appoint a Chairperson and a Vice Chairperson of the Committee who shall serve in such capacity until the committee is terminated. The presiding officer of the committee has the responsibility and authority to ensure that meetings are conducted in an orderly and business-like manner.

**Section 2-58. Member Composition and Terms; replacement.**

The Council Chair shall appoint Ad Hoc Committee members, taking into account the advice and interests of the various Council Members. Ad Hoc Committee members serve until the tasks assigned to the Ad Hoc Committee are completed. However, an Ad Hoc Committee member may be replaced at the Council Chair's discretion if a member; 1) resigns from Council, is not re-elected and therefore cannot finish the business of the committee within the time allotted to the committee to complete its task, 2) is absent from two or more consecutive meetings without giving adequate notification to the Committee Chair or Council Chair, or 3) otherwise appears unable to fulfill their obligations as a Committee member.

**Section 2-59. Meetings.**

The committee shall meet at the request of the Council Chair or Committee Chair as often as necessary to fulfill their responsibilities.

**Section 2-60. Compliance with Freedom of Information Act requirements.**

Any Ad Hoc Committee is subject to the requirements of the South Carolina Freedom of Information Act, and notice of meetings shall be duly posted, open to the public, and minutes kept of the proceedings.

**Section 2. Ratification.** To remove any doubt as to the actions of Council previously taken, County Council does hereby ratify all prior actions of Council which may have occurred without individual committee action, instead having acted as a committee of the whole in taking such actions.

**Section 3. Severability.** If any section, clause, paragraph, sentence or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence or phrase is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence or phrase shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

**Section 4. Effective Date.** This Ordinance shall take effect upon approval by Council.

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**D.T. Johnson, Jr.**  
**Chairman**

**ATTEST:**

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**ORDINANCE: 19-\_\_**

**Amanda Steinmeyer**  
**Clerk to Council**

**First Reading:** May 6, 2019

**Second Reading:** June 3, 2019

**Public Hearing:** June 3, 2019

**Adopted:** June 17, 2019

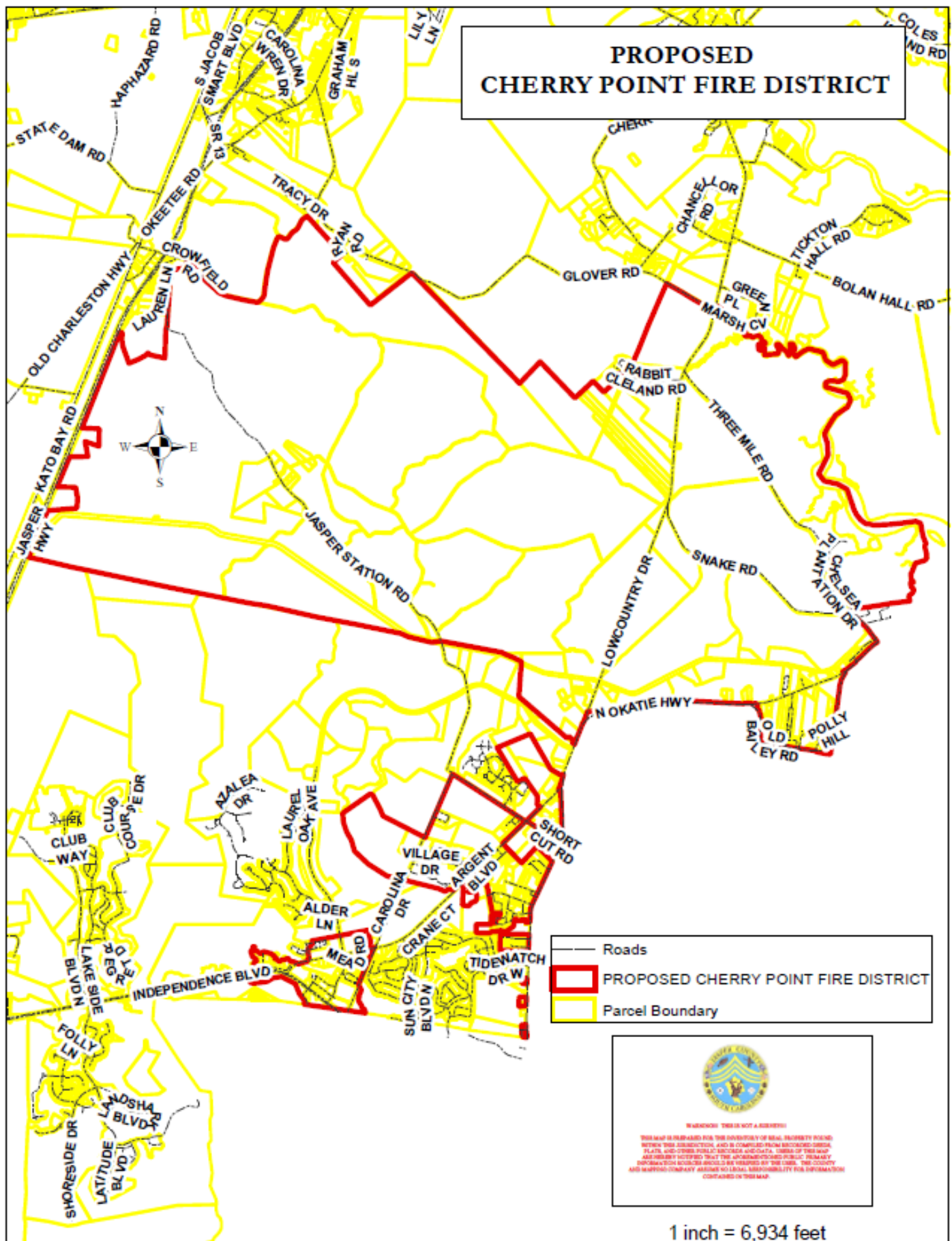
Reviewed for form and draftsmanship by the Jasper County Attorney.

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**David Tedder**

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**Date**



TaxPIN	Name	Address1
027-00 -02-034	OKEETEE CLUB	
027-00 -02-034	OKEETEE CLUB	
027-00 -02-034	OKEETEE CLUB	
027-00 -02-034	OKEETEE CLUB	
027-00 -02-034	OKEETEE CLUB	
027-00 -02-034	OKEETEE CLUB	
027-00 -02-034	OKEETEE CLUB	
027-00 -02-034	OKEETEE CLUB	
027-00 -02-034	OKEETEE CLUB	
027-00 -02-034	OKEETEE CLUB	
027-00 -02-034	OKEETEE CLUB	
065-00 -01-002	MACK SAM JR HEIRS	
065-00 -01-003	OKEETEE CLUB	
065-00 -01-003	OKEETEE CLUB	
065-00 -01-004	MACK SAM JR HEIRS	
065-00 -01-005	MACK ELEANOR LIFE ESTATE	
065-00 -02-003	BUTTON CEMETERY	
067-00 -01-001	PALMETTO ELECTRIC	CO-OPERATIVE INC
067-00 -01-002	LOWCOUNTRY REGIONAL	TRANSPORTATION AUTHORITY
067-00 -01-003	BEAUFORT-JASPER WATER & SEWER	AUTHORITY
067-00 -01-006	CHERRY POINT HOLDINGS LLC	
067-00 -01-009	NEW RIVER AUTO MALL	COMMERCIAL ASSOCIATION INC
067-00 -01-010	JASPER COUNTY	
067-00 -01-013	BURBANKS INVESTMENT LLC	
067-00 -01-014	ARGENT TRAM LLC	CLELAND SITE PREP INC
067-00 -01-015	AUSTON CHASE II LTD PARTNERSHI	%HH HUNT CORPORATION
067-00 -01-018	APAC SOUTHEAST INC	C/O OLDCASTLE SOUTHERN GROUP
067-00 -01-019	COASTAL STATES AUTOMOTIVE	GROUP
067-00 -01-020	COASTAL STATES AUTOMOTIVE GRP	C/O FIRST TEAM PORPERTIES LLC
067-00 -01-021	COASTAL STATES AUTOMOTIVE GRP	C/O FIRST TEAM PROPERTIES
067-00 -01-022	COASTAL STATES AUTOMOTIVE GRP	C/O WARNER PEACOCK
067-00 -01-023	COASTAL STATES AUTOMOTIVE GRP	ATTN: W WARNER PEACOCK
067-00 -01-024	COASTAL STATES AUTOMOTIVE GRP	% FIRST TEAM PROPERTIES LLC
067-00 -01-025	COASTAL STATES AUTOMOTIVE GRP	% NRAM HOLDINGS LLC
067-00 -01-026	COASTAL STATES AUTOMOTIVE GRP	% NRAM HOLDING LLC
067-00 -01-032	PRM PROPERTIES LLC	
067-00 -01-033	BEAUFORT-JASPER WATER	& SEWER AUTHORITY
067-00 -01-034	BLOSSMAN REAL ESTATE HOLDINGS	LLC

067-00 -01-035	BLOSSMAN REAL ESTATE HOLDINGS	LLC
067-00 -01-039	BROOKE MILL LLC	% W O POWERS
067-00 -01-048	T J INVESTMENTS LLC	
067-00 -01-049	BROOKE MILL LLC	%W O POWERS
067-00 -01-051	CRIMSON INDEPENDENCE NEW RIVER	LLC % SABAL FINANCIAL GROUP LP
067-00 -01-052	PENINSULA CORP CAMPUS ASSOC	% RICK FUJITA
067-00 -01-054	STARS & STRIPES 2F LLC	% COLD RIVER LAND LLC
067-00 -01-054	STARS & STRIPES 2F LLC	% COLD RIVER LAND LLC
067-00 -01-055	STARS & STRIPES 2F LLC	% COLD RIVER LAND LLC
067-00 -01-056	STARS & STRIPES 2F LLC	% COLD RIVER LAND LLC
067-00 -01-057	BEAUFORT JASPER WATER &	SEWER AUTHORITY
067-00 -01-058	STARS & STRIPES 2F LLC	% COLD RIVER LAND LLC
067-00 -01-063	PENINSULA CORPORATE CAMPUS	% RICK FUJITA
067-00 -01-067	CITY OF HARDEEVILLE	
067-00 -01-068	AUSTON CHASE I LTD PARTNERSHIP	% H H HUNT CORPORATION
067-00 -01-070	PENINSULA INVESTMENTS LLC	
067-00 -01-088	COASTAL STATES AUTOMOTIVE GRP	% FIRST TEAM PROPERTIES LLC
067-00 -01-089	COASTAL STATES AUTOMOTIVE GRP	% FIRST TEAM PROPERTIES LLC
067-00 -01-090	COASTAL STATES AUTOMOTIVE GRP	% NRAM HOLDING LLC
067-00 -01-091	NEW RIVER AUTO MALL	COMM ASSOC INC D REINHART
067-00 -01-092	NEW RIVER AUTO MALL	COMM ASSOC INC D REINHART
067-00 -01-093	NEW RIVER AUTO MALL	COMM ASSOC INC D REINHART
067-00 -01-094	NEW RIVER AUTO MALL	COMM ASSOC INC D REINHART
067-00 -01-095	NEW RIVER AUTO MALL	COMM ASSOC INC D REINHART
067-00 -01-096	NEW RIVER AUTO MALL	COMM ASSOC INC D REINHART
067-00 -01-097	NEW RIVER AUTO MALL	COMM ASSOC INC D REINHART
067-00 -01-098	NEW RIVER AUTO MALL	COMM ASSOC INC D REIHNART
067-00 -01-099	NEW RIVER AUTO MALL	COMM ASSOC INC D REINHART
067-00 -01-100	NEW RIVER AUTO MALL	COMM ASSOC INC D REINHART
067-00 -01-101	NEW RIVER AUTO MALL	COMM ASSOC INC D REINHART
067-00 -01-102	NEW RIVER AUTO MALL	COMM ASSOC INC D REINHART
067-00 -01-103	NEW RIVER AUTO MALL	COMM ASSOC INC D REINHART
067-00 -02-001	PONDEROSA HUNTING CLUB	C/O ERNESTINE T REDDISH
067-00 -02-003	TRIPLE J INVESTMENTS LLC	
067-00 -02-005	WELCH O C III	
067-00 -02-014	REICHENBACH MIKE CHEVROLET INC	
067-00 -02-015	PETERS GAYLON T TRUST	PETERS GAYLON T TRUSTEES
067-00 -02-027	BEAUFORT JASPER WATER &	SEWER AUTHORITY
067-00 -02-045	WELCH O C III	
067-01 -00-002	PITTMAN REHSC LLC	

067-01 -00-003	PITTMAN REHSC LLC	
067-01 -00-004	PITTMAN REHSC LLC	
067-01 -00-005	NICKEL PLATE ROAD LLC	C/O ASSET MANAGEMENT ASSOC INC
067-01 -00-006	MAC STORE LLC	C/O THE ADWELL CORPORATION
067-01 -00-011	SHHB INVESTMENTS LLC	
067-01 -00-014	CONVENIENCE STORE LLC	
067-01 -00-015	WALMART REAL ESTATE BUSINESS	
067-01 -00-017	R & A ASSOCIATES LLC	4 DUNMORE COURT
067-01 -00-018	NEW RIVER OFFICE CSG LLC	
067-01 -00-019	ABBY GLEN OWNERS ASSN	C/O CMA
067-01 -00-020	A R HILTON HEAD LLC	%TERRANOVA DEVELOPMENT CORP
067-01 -00-022	OUTSTANDING 152 LLC	
067-01 -00-023	SOSA C H ENTERPRISES LP	
067-01 -00-024	PRITAM SWAMI LLC	
067-01 -00-025	PRITAM SWAMI LLC	
067-01 -00-026	BLUFFTON 5 LLC	
067-01 -00-027	FAD LLC	ATTN: BRINA SUTTON
067-01 -00-028	FAD LLC	ATTN: BRINA SUTTON
067-01 -00-029	MB PARTNERS LLC	
067-01 -00-030	CULBRETH A LAMAR & MARGARET	SURVIVORSHIP
067-01 -00-031	BEMAR BUILDING CORP	
067-01 -00-032	BEMAR BUILDING CORP	
067-01 -00-033	K & N ESTATES LLC	C/O SCOTT L ADAIR CPA
067-01 -00-034	WINDSOR & CO LLC	
067-01 -00-035	CASBARRO SEBASTIAN	
067-01 -00-036	M M T HOLDINGS LLC	
067-01 -00-037	ARNOLD DEVLEOPMENT LLC	
067-01 -00-038	ADVANCED REAL ESTATE DEV LLC	
067-01 -00-039	PALMETTO PLACE @ NEW RIVER	
067-01 -00-040	KSA LLC	
067-01 -00-040.01	KSA LLC	%PEACOCK RE LLC
067-01 -00-040.02	UNIDA IGLESIA CRISTIANA	
067-01 -00-040.03	URN CONTROL LLC	
067-01 -00-040.04	PEACOCK RE LLC	
067-01 -00-040.05	KSA LLC	
067-01 -00-040.06	KSA LLC	
067-01 -00-040.07	KSA LLC	
067-01 -00-040.08	KSA LLC	
067-01 -00-041	NIX DEVELOPMENT LLC	
067-01 -00-042	NEW RIVER TRANSMISSION & AUTO	CARE CENTER LLC

067-01 -00-043	HOPPE & HOPPE LLC	
067-01 -00-044	SIERRA HOLDING CO LLC	% REBECCA LATHAM
067-01 -00-045	WHITE PETER F	
067-01 -00-046	BAYMAX COMMERCIAL PROPERTIES	LLC
067-01 -00-047	ANTARES LLC	% GERHARD GARTNER
067-01 -00-048	FOWLER EDWARD A	
067-01 -00-049	TIDELANDS BANK	
067-01 -00-050	HARGRAY TELEPHONE COMPANY INC	
067-01 -00-051	ANCAP JASPER LLC	
067-01 -00-052	NEW RIVER CTR COMMERCIAL	ASSOCIATION SERVICES INC
067-01 -00-053	AR HILTON HEAD LLC	% TERRANOVA DEVELOPMENT CORP
067-01 -00-054	AR HILTON HEAD LLC	% TERRANOVA DEVELOPMENT CORP
067-01 -00-055	AR HILTON HEAD LLC	% TERRANOVA DEVELOPMENT CORP
067-01 -00-056	ANCAP JASPER II LLC	
067-01 -00-057	AR HILTON HEAD LLC	% TERRANOVA DEVELOPMENT CORP
067-01 -00-058	A R HILTON HEAD LLC	% TERRANOVA DEVELOPMENT CORP
067-01 -00-059	AR HILTON HEAD LLC	% TERRANOVA DEVELOPMENT CORP
067-01 -00-060	AR HILTON HEAD LLC	% TERRANOVA DEVELOPMENT CORP
067-01 -00-061	AR HILTON HEAD LLC	% TERRANOVA DEVELOPMENT CORP
067-01 -00-062	AR HILTON HEAD LLC	% TERRANOVA DEVELOPMENT CORP
067-01 -00-063	GUESS ANDREA GRANT	
067-01 -00-064	BOLCH SIDNEY JEFFERSON III	& ELLEN BURNSED SURVIVORSHIP
067-01 -00-065	BOLCH ELLEN BURNSED &	SIDNEY JEFFERSON BOLCH III
067-01 -00-066	KROPIEWNICKI FANG LI	
067-01 -00-067	G G & K INVESTMENTS LLC	35 BILL FRIES DRIVE
067-01 -00-068	DEVEER SALLY S RESIDUAL TRUST	C/O ROBERT K DEVEER JR ETAL
067-01 -00-069	MAPLE LEAF INVESTMENTS LLC	
067-01 -00-070	MACLEOD WILLIAM E & SUE ANN	TRUST NO 1
067-01 -00-071	PODIATRY REALTY ASSOCIATES LLC	
067-01 -00-072	COLLINS DR RONALD P	COLLETTE S SURV
067-01 -00-073	CANDLER HOSPITAL INC	ATTN: ACCOUNTING DEPT
067-01 -00-074	BATSON HOLDINGS LLC	
067-01 -00-075	SOLO ENTERPRISES LLC	
067-01 -00-076	ANCAP JASPER LLC	
067-01 -00-077	ANCAP JASPER II LLC	
067-01 -00-078	ANCAP JASPER II LLC	
067-01 -00-079	AR HILTON HEAD LLC	% TERRANOVA DEVELOPMENT CORP
067-01 -00-080	BGD OF HHI LLC	% TERRANOVA GROUP
067-01 -00-082	TERRANOVA DEVELOPMENT CORP	
067-01 -00-083	AR HILTON HEAD LLC	% TERRANOVA DEVELOPMENT CORP

067-01 -00-084	TERRANOVA DEVELOPMENT CORP	
067-01 -00-085	TERRANOVA DEVELOPMENT CORP	
067-01 -00-086	TERRANOVA DEVELOPMENT CORP	
067-01 -00-087	A R HILTON HEAD LLC	% TERRANOVA DEVELOPMENT CORP
067-01 -00-088	A R HILTON HEAD LLC	% TERRANOVA DEVELOPMENT CORP
067-01 -00-089	CAP JASPER LLC	
067-01 -00-090	HEUSER ENTERPRISES INC	
068-00 -00-001	UNIVERSITY OF SOUTH CAROLINA	USC DEVELOPMENT FOUNDATION
068-00 -00-002	PALMETTO ELECTRIC COOPERATIVE	
068-00 -00-002	PALMETTO ELECTRIC COOPERATIVE	
068-00 -00-003	PALMETTO ELECTRIC COOP INC	
068-00 -00-006	NEW RIVER CENTER COMMERCIAL	ASSOCIATION INC
068-00 -00-007	TECHNICAL COLLEGE OF THE LOW	COUNTRY
068-00 -00-010	UNIVERSITY OF SOUTH CAROLINA	OSBORNE ADMINISTRATION BLDG
079-00 -00-002	HORNE REAL ESTATE LLC	
079-00 -00-003	HORNE REAL ESTATE LLC	
079-00 -00-007	AARON JAMI LLC	
079-00 -00-010	HORNE REAL ESTATE LLC	
079-00 -00-011	RAVE RE LLC	
079-00 -00-012	TERRAPIN PROPERTIES LLC	
080-00 -01-001	GIVENS JACOB HEIRS	% THAYER RIVERS
080-00 -01-002	JENKINS CLARENCE	
080-00 -01-003	TILLMAN CARL A	
080-00 -01-004	TILLMAN BOBBY J	& ELEANOR P
080-00 -01-006	AANYA VAISHALI CORP	
080-00 -01-007	TILLMAN BOBBY J	
080-00 -01-008	L'ABRI ASSOCIATES LLC	
080-00 -01-009	BLUFFTON ASSEMBLY OF GOD	
080-00 -01-010	CZURA WALTER M	
080-00 -01-013	TILLMAN BOBBY J & ELEANOR P	
080-00 -01-015	OKATIE REAL ESTATE CO LLC	
080-00 -01-016	BLUFFTON ASSEMBLY OF GOD	
080-00 -01-017	BLUFFTON ASSEMBLY OF GOD	
080-00 -01-018	GREEN BLUFF LLC	C/O CRAIG JONES
080-00 -01-019	CHERRY POINT TRIANGLE LLC	
080-00 -01-020	CZURA TIMOTHY O	%CHERRY POINT TRIANGLE LLC
080-00 -01-021	BUSINESS PARK AT CHERRY POINT	
080-00 -01-022	BUSINESS PARK AT CHERRY POINT	
080-00 -01-023	BUSINESS PARK AT CHERRY POINT	
080-00 -02-001	INTERSTATE LAND CO	

080-00 -02-002	BETHLEHEM BAPTIST CHURCH	% SISTER DOLLIE FRIPP
080-00 -02-003	THE PEOPLES BANK	
080-00 -02-007	BUSINESS PARK	AT CHERRY POINT LLP
080-00 -02-008	BENNETT JOHN J	
080-00 -02-009	ADAMS LLOYD T & JOHANNA C	SURVIVORSHIP
080-00 -02-010	BENNETT JOHN J	
080-00 -02-011	FIRST SOUTH BANK	
080-00 -02-012	HORIZON RENTAL PROPERTIES LLC	
080-00 -02-013	PELICAN COMPANIES INC	
080-00 -02-014	OSORIO JOSE ALFREDO	
080-00 -02-022	CRAMER GERALD G	
080-00 -02-023	CRAMER GERALD C	
080-00 -02-024	ESTATE MANAGEMENT SERVICES INC	
080-00 -02-025	HORIZON COMMERCIAL CENTER LLC	
080-00 -02-028	MARTZ HOLDING COMPANY LLC	
080-00 -02-029	ZACZEK MICHAEL & CANDY BERMEJO	FAMILY TRUST
080-00 -02-030	FIRST SOUTH BANK	
080-00 -03-002	LLOYD ANGELA F & COURTNEY E	LLOYD JTWROS
080-00 -03-003	NOLAN AMARIE & MICHAEL	
080-00 -03-004	SE BUILDING LLC	
080-00 -03-006	EARLBEE LLC	C/O CHANDLER LLOYD
080-00 -03-007	EARLBEE LLC	C/O CHANDLER LLOYD
080-00 -03-008	LLOYD HAMPTON J	
080-00 -03-009	BENTON MARY ALICE	
080-00 -03-010	SHINING IVORY LLC	
080-00 -03-013	BEACH MARLAINE J &	BRITTON WILLIAM S SURV
080-00 -03-014	O'QUINN JAMES J & ANNE W	SURVIVORSHIP
080-00 -03-015	RILEY MILDRED	
080-00 -03-015	RILEY MILDRED	
080-00 -03-016	RILEY MILDRED	
080-00 -03-016	RILEY MILDRED	
080-00 -03-018	ROPER SHARON & ROBERT E	
080-00 -03-019	ROPER SHARON E & ROBERT E SURV	
080-00 -03-020	SWEAT MARY JANE ETAL	
080-00 -03-021	DENNIS DEBBIE R	
080-00 -03-022	RILEY LARRY	
080-00 -03-023	WILLIAMS PATRICIA A	
080-00 -03-024	DUNCAN LOUISE A	
080-00 -03-025	LOVE LARISSA KAYE	
080-00 -03-026	TILLMAN WADE K	& ALLENE M-SURVIVORSHIP

080-00 -03-027	TILLMAN WADE K	
080-00 -03-029	MJH IRREVOCABLE TRUST	C/O ASHLEY R HAHN TRUSTEE
080-00 -03-030	RILEY SUSIE C	
080-00 -03-031	FERRELL GAS LP	A DELAWARE LT PARTNERSHIP
080-00 -03-033	DIXON IONA	
080-00 -03-035	REAVES SHIRLEY SPAULDING	
080-00 -03-037	HORIZON RENTAL PROPERTIES LLC	
080-00 -03-038	GLOVER REAL ESTATE CO LLC	C/O ROBERT GLOVER
080-00 -03-039	CAPITOL MATERIALS OF SAVANNAH	INC
080-00 -03-040	SOUTHERN EQUIPMENT CO INC	
080-00 -03-041	JONES RICHARD H	& ROBERT C EDMONDS
080-00 -03-042	KAZBRO PROPERTIES LLC	
080-00 -03-043	FOX SQUIRREL & MARLON SHEFFIEL	C/O MARLON D SHEFFIELD
080-00 -03-044	MERRICK CHARLES E & DIANE S	TRUST
080-00 -03-045	BURNS JONATHAN DAVID	
080-00 -03-046	CANO INVESTMENTS LLC	
080-00 -03-047	CHERRY POINT PROPERTIES LLC	
080-00 -03-048	WHITE ROBERT J	
080-00 -03-049	WING LEAF LLC	
080-00 -03-052	STOCKADE BUSINESS PARK ASSOC	% EDGAR A BUCK
080-00 -03-053	CAROLINA HOLDINGS OF BLUFFTON	LLC
080-00 -03-054	CAROLINA HOLDINGS OF BLUFFTON	LLC
080-00 -03-055	CAROLINA HOLDINGS OF BLUFFTON	LLC
080-00 -03-056	CAROLINA HOLDINGS OF BLUFFTON	LLC
080-00 -03-057	ADAMS OUTDOOR ADVERTISING	LIMITED PARTNERSHIP
080-00 -03-058	COASTAL STATES AUTOMOTIVE GRP	
080-00 -03-060	COASTAL STATES AUTOMOTIVE GRP	
080-00 -03-061	MAYERS IRENE	
080-00 -03-062	JOHNSON RENA & DOROTHY BEATON	SURVIVORSHIP
080-00 -03-064	BEATON DOROTHY ETAL	% YOLANDA JOHNSON-STEWARD
080-00 -03-066	JONES RICHARD H	& ROBERT C EDMONDS
080-00 -03-067	JONES RICHARD H	& ROBERT C EDMONDS
080-00 -03-067	JONES RICHARD H	& ROBERT C EDMONDS
080-00 -03-067	JONES RICHARD H	& ROBERT C EDMONDS
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080-00 -03-067	JONES RICHARD H	& ROBERT C EDMONDS
080-00 -03-067	JONES RICHARD H	& ROBERT C EDMONDS

080-00 -03-068	CHERRY POINT PROPERTIES LLC	
080-00 -03-069	MINGLEDORFF'S INC	
080-00 -03-070	MURDAUGH MATILDA B	% DEEANDRA BARRET
080-00 -03-071	BURNETT LUCILLE ETAL	
080-00 -03-072	KNUDSEN PATRICIA TILLMAN	
080-00 -03-073	GARMON MICHELLE M & WILLIAM F	JTWROS
080-00 -03-074	CAROLINA MORNING LLC	
080-00 -03-075	STEVENS MARIE & KEVIN DELOACH	SURVIVORSHIP
080-00 -03-076	ACTIVE ADVANTAGE LLC	
080-00 -03-077	JONES RICHARD H	& ROBERT C EDMONDS
080-00 -03-078	HAYES TAMMY LYNN	
080-00 -03-079	SOUTH CAROLINA RSA NO 8 CELLUL	% ALLTEL COMMUNICATIONS INC
080-00 -03-080	MORGAN SHELIA M & WILLIAM T	SURVIVORSHIP
080-00 -03-081	WHITE ROBERT J	
080-00 -03-082	SOUTHERN BELL CLASSIC CARS LLC	% ALLEN WISE
080-00 -03-084	BROWNS COVE ROAD HOA	C/O JASPER COUNTY ASSESSOR
080-00 -03-084.01	J&JH PROPERTIES LLC	
080-00 -03-084.02	J&JH PROPERTIES LLC	
080-00 -03-084.03	LAWSON WILLIAMS R & SANDRA G	SURVIVORSHIP
080-00 -03-084.04	FOTIA FRANK X III & ROSE M	SURVIVORSHIP
080-00 -03-085	EMPIRE BUILDING LLC	
080-00 -03-086	JUSTINI REALTY INC	
080-00 -03-087	OLIVERS PROPERTIES LLC	
080-00 -03-088	J C INVESTMENTS	% JOHN ALDRICH
080-00 -03-089	GREINER REGINALD E SR &	JUDITH E SURVIVORSHIP
080-00 -03-090	RIVERWALK LANDOWNERS ASSOC INC	% COMMUNITY MANAGEMENT SERVICE
080-00 -03-091	RIVERWALK LANDOWNERS ASSOC INC	% COMMUNITY MANAGEMENT SERVICE
080-00 -03-092	RIVERWALK LANDOWNERS ASSOC INC	% COMMUNITY MANAGEMENT SERVICE
080-00 -03-093	RIVERWALK LANDOWNERS ASSOC INC	% COMMUNITY MANAGEMENT SERVICE
080-00 -03-094	RIVERWALK LANDOWNERS ASSOC INC	% COMMUNITY MANAGEMENT SERVICE
080-00 -03-095	BEAUFORT JASPER WATER & SEWER	AUTHORITY
080-00 -03-096	RIVERWALK LANDOWNERS ASSOC INC	% COMMUNITY MANAGEMENT SERVICE
080-00 -03-097	RIVERWALK LANDOWNERS ASSOC INC	% COMMUNITY MANAGEMENT SERVICE
080-00 -03-099	379 BROWNS COVE RD LLC	
080-00 -03-102	FARSACI DAVID M & GRETCHEN C	JTWROS
080-00 -03-103	WBS DEVELOPMENT CO LLC SC	
080-00 -03-104	AJA LLC	
080-00 -03-106	BFA COMPANY LLC	
080-00 -03-108	LOVELAND BUSINESS PLAZA	
080-00 -03-109	NEW RIVER DEVELOPMENT CO LLC	

080-00 -03-110	ALC-RLC FAMILY LP	
080-00 -03-111	TERMINIX SERVICES INC	
080-00 -03-112	LOPAT JOHN & JSCS PROPERTIES L	
080-00 -03-113	D&J HOLDINGS OF THE LOWCOUNTRY	
080-00 -03-117	S & S COMPANY LLC	C/O SYBIL DAVIS
080-00 -03-118	BLT DEVELOPMENT LLC	
080-00 -03-119	MIKE HEALY & SONS LANDSCAPE IN	
080-00 -03-121	ROWE FARM INVESTMENTS LLC	
080-00 -03-123	SEA OATS OF CHARLESTON LLC	
080-00 -03-124	OKATIE STORAGE PARTNERS LLC	
080-00 -03-125	BUCK INVESTMENTS LIMITED PART	% EDGAR A BUCK
080-00 -03-126	BUCK INVESTMENTS LIMITED PART	% EDGAR A BUCK
080-00 -03-129	BEAUFORT JASPER WATER	& SEWER AUTHORITY
080-00 -03-130	GPJ PROPERTIES LLC	
080-00 -03-131	DIXON IONA	
080-00 -03-142	AJA LLC	
080-00 -03-143	AJA LLC	
080-00 -03-145	D J RENTAL INC	
080-00 -03-146	KEMMANN FRIEDER & JENNIFER SUR	
080-00 -03-147	ISKANDAR NELLY GEAGEA	
080-00 -03-148	ISKANDAR NELLY GEAGEA	
080-00 -03-149	CHERRY POINT PROPERTIES LLC	
080-00 -03-151	CHERRY POINT PROPERTIES LLC	
080-00 -03-152	CHERRY POINT PROPERTIES LLC	
080-00 -03-153	HEALY MICHAEL J	
080-00 -03-154	SPINNEY HILL LLC	
080-00 -03-156	LAWSON WILLIAM R & SANDRA G	SURVIVORSHIP
080-00 -03-157	MENDOZA HECTOR & LETICIA	SURVIVORSHIP
080-00 -03-158	ROSCO ENTERPRISES LLC	
080-00 -03-159	OWL II LLC	
080-00 -03-160	CHERRY POINT PROPERTIES LLC	
080-00 -03-161	PRESTIGE WORLD WIDE PROPERTIES	LLC
080-00 -03-162	LOGAN REAL ESTATE LLC	
080-00 -03-163	WESTER ALBERT E & DONNA M SURV	
080-00 -03-164	RED OAKS PLAZA OWNERS ASSO INC	
080-00 -03-165	UNITED STATES POSTAL SERVICE	
080-00 -03-166	UNITED STATES POSTAL SERVICE	
080-00 -03-167	TAC HOLDINGS LLC	%CHAD MICHAEL
080-00 -03-168	BEAUFORT JASPER WATER SEWER	
080-00 -03-169	RED OAKS PLAZA OWNERS ASSO INC	

080-00 -03-170	RED OAKS PLAZA OWNERS ASSO INC	
080-00 -03-171	EPR FAMILY LIMITED PARTNERSHIP	% STEVE GRAHAM
080-00 -03-172	BLT DEVELOPMENT LLC	
080-00 -03-174	LLOYD ANGELA F & COURTNEY E	LLOYD JTWROS
080-00 -03-175	LLOYD HAMPTON	
080-00 -03-176	BFA COMPANY LLC	
080-00 -03-178	LOW COUNTRY CLEANING SERVICE	INC
080-00 -03-179	NEIDERHISER MICHAEL K	
080-00 -03-180	RED OAKS PLAZA OWNERS ASSO INC	
080-00 -03-181	BEAUFORT JASPER WATER	& SEWER AUTHORITY
080-00 -03-182	WIGGINS ROESEL PROPERTIES LLC	
080-01 -00-001	FORINO CO LP	
080-01 -00-002	MEI LLC	DBA CHERRY POINT BUSINESS CTR
080-01 -00-003	YOUNGS RANDY CUSTOM UPHOLSTERY	& WINDOW DESIGN LLC
080-01 -00-004	NIX JOSEPH E JR & TAMMIE B NIX	SURVIVORSHIP
080-01 -00-006	BRADLEY JAMES T & EILEEN A	SURVIVORSHIP
080-01 -00-008	SATCHEL HOLDINGS LLC	
080-01 -00-009	SATCHEL HOLDINGS LLC	
080-01 -00-010	GREGORY ALICE GRAY	
080-01 -00-011	NIX JOSEPH E JR & TAMMIE B	LARRY S & DONNA F TUTEN
080-01 -00-012	CORRELL LARRY W & RUTH B SURV	
080-01 -00-013	MURDAUGH JOHN M	
080-01 -00-014	ARNOLD BEN SUNBELT BEVERAGE	CO OF SC LP
080-01 -00-015	ARNOLD BEN SUNBELT BEVERAGE	CO OF SC LP
080-01 -00-016	ARNOLD BEN SUNBELT BEVERAGE	COMPANY OF SC LP
080-01 -00-019	T & B RENTALS	
080-01 -00-022	MEDALLION PROPERTIES LLC	
080-01 -00-024	MEI LLC	DBA CHERRY POINT BUSINESS CTR
080-01 -00-025	MBB HOLDINGS LLC	
080-01 -00-026	MBB HOLDING LLC	
080-01 -00-029	T & B RENTALS LLC	
080-01 -00-030	BEAUFORT-JASPER WATER & SEWER	AUTHORITY
080-01 -00-031	T & B RENTALS LLC	
080-01 -00-032	T & B RENTALS LLC	
080-01 -00-035	MURDAUGH JOHN M	
080-01 -00-036	T & B RENTALS LLC	
080-01 -00-037	PRESTIGE WORLD WIDE PROP LLC	
080-02 -00-001	WVR LLC	
080-02 -00-002	STROMER PLUMBING LLC	%SE BUILDING LLC
080-02 -00-003	LS & BS PROPERTIES LLC	PALMETTO EXTERMINATORS

080-02 -00-004	MADSETH VENTURES LLC	
080-02 -00-005	MADSETH VENTURES LLC	
080-02 -00-006	SEMINARA ANTHONY	
080-02 -00-007	RAM PROPERTY HOLDINGS ASSO LLC	
080-02 -00-008	COMMERCIAL SERVICES LLC	
080-02 -00-009	JUSTINI REALTY INC	
080-02 -00-010	HOWZE DONALD N SR& PATRICIA A	SURVIVORSHIP
080-02 -00-011	HOWZE DONALD N SR & PATRICIA A	SURVIVORSHIP
080-02 -00-012	PALMETTO TOWING & RECOVERY OF	HILTON HEAD LLC
080-02 -00-013	PALMETTO TOWING & RECOVERY OF	HILTON HEAD LLC
080-02 -00-014	MACKINLAY WAY LLC	
080-02 -00-015	MACKINLAY WAY LLC	
080-02 -00-016	MADSETH VENTURES LLC	
080-02 -00-017	WIGGINS ROESEL PROPERTIES LLC	
080-02 -00-017	WIGGINS ROESEL PROPERTIES LLC	
080-03 -00-001	STEVEY FAMILY LLC	
080-03 -00-002	STEVEY FAMILY LLC	
080-03 -00-003	STEVEY FAMILY LLC	
080-03 -00-004	STEVEY FAMILY LLC	
080-03 -00-005	STEVEY FAMILY LLC	
080-03 -00-006	STEVEY FAMILY LLC	
080-03 -00-007	STEVEY FAMILY LLC	
080-03 -00-008	STEVEY FAMILY LLC	
080-03 -00-009	STEVEY FAMILY LLC	
080-03 -00-010	STEVEY FAMILY LLC	
080-03 -00-011	STEVEY FAMILY LLC	
080-03 -00-012	STEVEY FAMILY LLC	
080-03 -00-013	STEVEY FAMILY LLC	
080-03 -00-014	STEVEY FAMILY LLC	
080-03 -00-015	STEVEY FAMILY LLC	
080-03 -00-016	STEVEY FAMILY LLC	
080-03 -00-017	STEVEY FAMILY LLC	
080-03 -00-018	STEVEY FAMILY LLC	
080-03 -00-019	STEVEY FAMILY LLC	
080-03 -00-020	STEVEY FAMILY LLC	
080-03 -00-021	STEVEY FAMILY LLC	
080-03 -00-022	STEVEY FAMILY LLC	
080-03 -00-023	STEVEY FAMILY LLC	
081-00 -01-001	CAMPBELL WILL HEIRS ETAL	C/O ERDELL HOLMES
081-00 -01-002	RHODES JOHN T ETAL	

081-00 -01-004	CZURA WALTER M	
081-00 -01-005	MOORE DANIELLE REBECCA	
081-00 -01-006	DEGLER WASTE SERVICES INC	
081-00 -01-007	DEGLER RONALD J SR	
081-00 -01-008	DEGLER RONALD J & LUCILLE L	
081-00 -01-010	SHINING IVORY LLC	
081-00 -01-011	COLLETON HOLDINGS LLC	
081-00 -01-011	COLLETON HOLDINGS LLC	
081-00 -01-012	OKEETEE CLUB THE	A CORPORATION
081-00 -01-014	GLOVER INVESTMENTS LLC	
081-00 -01-014.01	GLOVER INVESTMENTS LLC	
081-00 -01-014.02	GLOVER INVESTMENTS LLC	
081-00 -01-014.03	SBDK REALTY #2 LLC	
081-00 -01-014.04	SBDK REALTY LLC	
081-00 -01-014.05	GLOVER INVESTMENTS LLC	
081-00 -01-014.06	GLOVER INVESTMENTS LLC	
081-00 -01-014.07	GLOVER INVESTMENTS LLC	
081-00 -01-014.08	GLOVER INVESTMENTS LLC	
081-00 -01-014.09	GLOVER INVESTMENTS LLC	
081-00 -01-014.10	GLOVER INVESTMENTS LLC	
081-00 -01-015	KENDRICK WILLIAM TRUITT III &	EDWINA M SURV
081-00 -01-018	PERKINS MARY ANN	
081-00 -01-019	WATSON KAREN	
081-00 -01-021	RICE WILLIE J	
081-00 -01-027	BEAUFORT JASPER WATER &	SEWER AUTHORITY
081-00 -01-029	OEM INVESTMENTS LP	C/O EFFIE MALPHRUS
081-00 -01-030	FIRST CAROLINA CORP OF SC	
081-00 -01-031	CAMPBELL WILL HEIRS ETAL	C/O ERDELL HOLMES
081-00 -01-032	OEM INVESTMENTS LP	C/O EFFIE MALPHRUS
081-00 -01-040	COLLETON HOLDINGS LLC	
081-00 -02-001	CHELSEA AGRICULTURAL INC	
081-00 -02-001	CHELSEA AGRICULTURAL INC	
081-00 -02-001	CHELSEA AGRICULTURAL INC	
081-00 -02-001	CHELSEA AGRICULTURAL INC	
081-00 -02-001	CHELSEA AGRICULTURAL INC	
081-00 -02-002	BEAUFORT JASPER CNTY	WATER AUTHORITY
081-00 -02-003	STOKES CECELIA G	
081-00 -02-004	WHITE OAK SSS LLC	
081-00 -02-005	STOKES CECELIA G	
081-00 -02-006	BEAUFORT-JASPER WATER &	SEWER AUTHORITY

081-00 -02-007	BEAUFORT JASPER WATER & SEWER	AUTHORITY
081-00 -03-001	BEAUFORT-JASPER	CAREER EDUCATION CTR
081-00 -03-002	HOLY TRINITY EPISCOPAL	CHURCH OF GRAHAMVILLE
081-00 -03-003	MIDWAY PARK LLC	
081-00 -03-004	SIMMONS MARY E ETAL	% SIMON SIMMONS
081-00 -03-005	SIMMONS PETER ETAL	
081-00 -03-006	SIMMONS LAWRENCE	& SARAH A SIMMONS ETAL
081-00 -03-007	SIMMONS SIMON SR & MATTIE C	JTWROS
081-00 -03-008	NELSON RUTHIE MAE ESTATE	C/O JILL NELSON
081-00 -03-009	NELSON SHAWN F	
081-00 -03-010	NELSON ANNETTE LIFE ESTATE	
081-00 -03-011	GREENE VONETTA C	
081-00 -03-012	NELSON SHAWN F	
081-00 -03-013	KELLEY VONETTA NELSON	
081-00 -03-014	KELLEY VONETTA NELSON	%DOMINIQUE TORNELL NELSON
081-00 -03-015	NELSON NORMAN A JR	
081-00 -03-016	NELSON SHAWN F	
081-00 -03-017	SPOTTED DOG FARM L P	
081-00 -03-018	BENTON RHODES & BOSTICK LLC	C/O E.R. BOSTICK
081-00 -03-019	FIRST CAROLINA CORP OF S C	
081-00 -03-020	OKATEE BAPTIST CHURCH INC	
081-00 -03-021	OKATEE BAPTIST CHURCH INC	
081-00 -03-022	B & L PARTNERS LLC	C/O DEXTER LEE STUCKEY JR
081-00 -03-023	TRASK JOHN M JR	
081-00 -03-024	RHODES T M & JOHN C BENTON	C/O E.R. BOSTICK
081-00 -03-025	RHODES T M & JOHN C BENTON	C/O E.R. BOSTICK
081-00 -03-026	CHATTOOGA PARTNERS LLLC &	THE SUMMIT WORKS LLLC
081-00 -03-027	TIDELANDS BANK	
081-00 -03-028	CONVENIENCE RETAILERS LLC	% EAGLE CANYON CAPITAL LLC
081-00 -03-029	CHATTOOGA PARTNERS LLLP &	THE SUMMIT WORKS LLLP
081-00 -03-030	FIRST CAROLINA CORPORATION	OF S C
081-00 -03-031	FIRST CAROLINA CORPORATION	OF S C
081-00 -03-032	SIMMONS SIMON JR	
081-00 -03-033	BISHOP OF CHARLESTON	
081-00 -03-034	BEAUFORT JASPER WATER &	SEWER AUTHORITY
081-00 -03-035	RHODES T M & JOHN BENTON	SEWER AUTHORITY
081-00 -03-036	PINCKNEY HAROLD A	
081-00 -03-037	PINCKNEY CHRISTOPHER	
081-00 -04-001	BEAUFORT-JASPER	COMPREHENSIVE HEALTH
081-00 -04-002	HIGHSMITH MARY GRAHAM	

081-00 -04-003	NIMMER JOAN S	
081-00 -04-004	BEAUFORT-JASPER-HAMPTON	COMPREHENSIVE HEALTH SERVICES
081-00 -04-005	BOWEN JOSEPH JR & GIOVANINA	JTWROS
081-00 -04-006	CROSBY JEANETTE M	
081-00 -04-007	WASDEN WILLIAM THOMAS III	
081-00 -04-010	BAILEY THADDEOUS M JR TRUSTEE	
081-00 -04-011	BOLDEN JOHNNIE	
081-00 -04-012	JENKINS ALFONSO ETAL	C/O DEVERAUX CANNICK
081-00 -04-013	CANNICK ELIZABETH ETAL	
081-00 -04-014	CANNICK EASTER W	
081-00 -04-015	YOUNG BERNICE	
081-00 -04-016	NELSON HANNAH B	
081-00 -04-017	LOWTHER SUSAN	
081-00 -04-018	PINCKNEY EDWARD	
081-00 -04-019	PINCKNEY GEORGE & DOROTHY ETAL	SURVIVORSHIP
081-00 -04-020	ABBEVILLE SAVINGS & LOAN SSB	
081-00 -04-021	BRUNSON ROBERT M & BARBARA JO	SURVIVORSHIP
081-00 -04-022	MITCHELL JAMES HEIRS	
081-00 -04-023	YOUNG JOSEPH JR	
081-00 -04-024	ANDERSON ALETHIA M	
081-00 -04-025	ANDERSON ALTON &	CARRIE MAE MITCHELL
081-00 -04-026	LEE JANIE MAE	
081-00 -04-027	LUCAS ERIN & JASPER JTWROS	
081-00 -04-028	BOLDEN WILLIAM JR & MARY	
081-00 -04-029	PLOWDENIZ INEZ	
081-00 -04-030	BOLDEN ABRAHAM	C/O CLARETHA MOORE
081-00 -04-031	HAMILTON WILLIAM M SR &	LULA LOUISE
081-00 -04-032	BOLDEN RICHARD	
081-00 -04-033	YOUNG HERMAN	C/O HERMAN YOUNG JR
081-00 -04-034	PHOENIX SAMUEL	
081-00 -04-035	YOUNG BERNICE	
081-00 -04-036	BOLDEN ELAINE	
081-00 -04-037	BOLDEN CHARLES	
081-00 -04-038	LEE MARIE B ETAL	C/O GENEVA T NEWTON
081-00 -04-039	NELSON MAGDALENE & LOUISE	%ERICKA JENKINS
081-00 -04-040	BOLDEN ANN	
081-00 -04-041	BOLDEN HELEN	
081-00 -04-042	BOLDEN CLARA HEIRS	
081-00 -04-043	BOLDEN ERNEST	
081-00 -04-044	HAMILTON NATHANIEL	

081-00 -04-045	CANNICK ANTHONY R	
081-00 -04-046	JOSEPH IRABELL B	
081-00 -04-047	BOLDEN MARGARET Y	
081-00 -04-048	NOLAN AMARIE & MICHAEL	
081-00 -04-049	ATLANTIC COMMUNITY BANK	% JAMES W JEFFCOAT
081-00 -04-050	DEFRAVIO JOSEPH G TRUST	
081-00 -04-052	PORTUNE BETTY C	
081-00 -04-053	JONES HARRY M III & RHONDA L	
081-00 -04-054	KIDD WILLIAM M & MADELINE M	SURVIVORSHIP
081-00 -04-055	DORRELL JODY A	
081-00 -04-056	STEWART WILLIAM C	
081-00 -04-057	PHOENIX ALONZO & BERNICESHA	
081-00 -04-058	COOLER MARY BAILEY	
081-00 -04-059	SPANN REGINA J SGT	
081-00 -04-060	HALL-ROBOLLEDO CHRISTY M	
081-00 -04-061	WEBSTER'S MARINE INC	
081-00 -04-062	NEWBERRY JOE & DORCIE	
081-00 -04-063	MINOR DAVID B	
081-00 -04-064	MITCHELL SOLOMAN	
081-00 -04-065	BOLDEN HENRY	
081-00 -04-067	ST CLAIR MICHAEL C	
081-00 -04-068	LOWTHER SUSAN C	
081-00 -04-069	WEBSTER ALLEN E	
081-00 -04-073	WEBSTER ALLEN E	& AVERY E CLELAND
081-00 -04-074	GAINEY ERIKA L	
081-00 -04-075	LEE MARIE B	
081-00 -04-076	BEAUFORT JASPER WATER &	SEWER AUTHORITY
081-00 -04-077	BOLDEN WILLIAM JR	
081-00 -04-078	CERDAS ANA LUISA	
081-00 -04-079	CERDAS ANA LUISA	
081-01 -00-001	OKATIE PARK ASSOCIATES LLC	
081-01 -00-002	OKATIE PARK ASSOCIATES LLC	
081-01 -00-003	OKATIE PARK ASSOCIATES LLC	
081-01 -00-004	OKATIE PARK ASSOCIATES LLC	
081-01 -00-005	OKATIE PARK ASSOCIATES LLC	
081-01 -00-006	OKATIE PARK ASSOCIATES LLC	
081-01 -00-007	OKATIE PARK ASSOCIATES LLC	
081-01 -00-008	OKATIE PARK ASSOCIATES LLC	
081-01 -00-009	OKATIE PARK ASSOCIATES LLC	
081-01 -00-010	OKATIE PARK ASSOCIATES LLC	

081-01 -00-011	OKATIE PARK ASSOCIATES LLC	
081-01 -00-012	SIGMON WAYNE B & BROOKE J	SURVIVORSHIP
081-01 -00-013	OKATIE PARK ASSOCIATES LLC	
081-01 -00-014	BUIS DONALD B & DENETIA G	JTWROS
081-01 -00-015	GABLE RONALD	
081-01 -00-016	ADKINS SETTY JOSHUA T	
081-01 -00-017	SCHOB ANTHONY G	
081-01 -00-018	HULL KATHERINE	
081-01 -00-019	RAMEIZL JAMES A	
081-01 -00-020	LAWRENCE KATHLEEN A	
081-01 -00-021	LINACRE GREGORY R	
081-01 -00-022	LANGFORD ALICIA Y	
081-01 -00-023	CLEVINGER CODY B & SAMANTHA C	JTWROS
081-01 -00-024	BROWN ROXIE	
081-01 -00-025	OKATIE PARK ASSOCIATES LLC	
081-01 -00-026	STRICKLAND EMILY	
081-01 -00-027	SKAGGS DEREK W	
081-01 -00-028	FERRY THOMAS III &	PATRICIA IAPALUCCIO SURVIVORS
081-01 -00-029	ROBINSON LATASHA D	
081-01 -00-030	HART ROBERT	
081-01 -00-031	MATTHEWS WILLIAM A & COLETHIA	SURVIVORSHIP
081-01 -00-032	OKATIE PARK ASSOCIATES LLC	
081-01 -00-033	VILLASENOR TORIBIO JR CASSIDY	L VILLASENOR JTWROS
081-01 -00-034	ISAACS JAMES THOMAS & MELANIE	E BULLOCK SURVIVORSHIP
081-01 -00-035	SCURO STEPHEN P	
081-01 -00-036	LOPEZ JOHN P & TIFFANY	SURVIVORSHIP
081-01 -00-037	WILSON JOSEPH R JR & KATHY C	JTWROS
081-01 -00-038	OKATIE PARK ASSOCIATES LLC	
081-01 -00-039	OKATIE PARK ASSOCIATES LLC	
081-01 -00-040	OKATIE PARK ASSOCIATES LLC	
081-01 -00-041	BURFORD MICHAEL L & MEGAN A	JTWROS
081-01 -00-042	DENSMORE BRENT & LYNDSEY JTWRS	
081-01 -00-043	MILKOVICH LAURALYN	
081-01 -00-044	KOHAR RICHARD M JR & JULIE RAE	A KOHAR JTWROS
081-01 -00-045	MILLER LUCAS & MEAGHAN C	SURVIVORSHIP
081-01 -00-046	HAYWOOD CARLTON SR	
081-01 -00-047	BRINKER GREGORY S & DONNA C	SURVIVORSHIP
081-01 -00-048	RODRIGUEZ EMANUEL & IDALYS	
081-01 -00-049	SOWALA KAREN I &	NATALIE CHRISTOFFERSON
081-01 -00-050	LAPP JOSEPH S & REBECCA J	SURVIVORSHIP

081-01 -00-051	OKATIE PARK ASSOCIATES LLC	
081-01 -00-052	OKATIE PARK ASSOCIATES LLC	
081-01 -00-053	HUFF BRANT A & CHERYL LYNN	SURVIVORSHIP
081-01 -00-054	OKATIE PARK ASSOCIATES LLC	%LANDMARK 24 HOMES SAV LLC
081-01 -00-055	OKATIE PARK ASSOCIATES LLC	%LANDMARK 24 HOMES SAV LLC
081-01 -00-056	OKATIE PARK ASSOCIATES LLC	%LANDMARK 24 HOMES SAV LLC
081-01 -00-057	OKATIE PARK ASSOCIATES LLC	
081-01 -00-058	OKATIE PARK ASSOCIATES LLC	
081-01 -00-059	OKATIE PARK ASSOCIATES LLC	
081-01 -00-060	OKATIE PARK ASSOCIATES LLC	
081-01 -00-061	OKATIE PARK ASSOCIATES LLC	
081-01 -00-062	OKATIE PARK ASSOCIATES LLC	
081-01 -00-063	OKATIE PARK ASSOCIATES LLC	
081-01 -00-064	OKATIE PARK ASSOCIATES LLC	
081-01 -00-065	OKATIE PARK ASSOCIATES LLC	
081-01 -00-066	OKATIE PARK ASSOCIATES LLC	
081-01 -00-067	OKATIE PARK ASSOCIATES LLC	
081-01 -00-068	OKATIE PARK ASSOCIATES LLC	
081-01 -00-069	OKATIE PARK ASSOCIATES LLC	
081-01 -00-070	OKATIE PARK ASSOCIATES LLC	
081-01 -00-071	OKATIE PARK ASSOCIATES LLC	
081-01 -00-072	OAKTIE PARK ASSOCIATES LLC	
081-01 -00-073	OKATIE PARK ASSOCIATES LLC	
081-01 -00-074	OKATIE PARK ASSOCIATES LLC	
081-01 -00-075	OKATIE PARK ASSOCIATES LLC	
081-01 -00-076	FORSTER JACK C & SCOTT A	TUBBS SURVIVORSHIP
081-01 -00-077	RICHARDSON GRADY K & DEBORAH	
081-01 -00-078	OKATIE PARK ASSOCIATES LLC	
081-01 -00-079	CREASON WENDY L BLANCHARD &	MICHAEL D CREASON JTWROS
081-01 -00-080	JAMES ERICA I	
081-01 -00-081	OKATIE PARK PROPERTY OWNERS	ASSOCIATION INC
081-01 -00-082	OKATIE PARK ASSOCIATES LLC	
081-01 -00-083	LEON MICHAEL & VINCENT	SURVIVORSHIP
081-01 -00-084	OKATIE PARK ASSOCIATES LLC	
081-01 -00-085	SIMMONS AMY A	
081-01 -00-086	SCHMIDT JOSEPH ANDREW	
081-01 -00-087	OKATIE PARK ASSOCIATES LLC	
081-01 -00-088	OKATIE PARK ASSOCIATES LLC	
081-01 -00-089	MAYERS EDDIE & MICHELLE D	SURVIVORSHIP
081-01 -00-090	MCMILLAN MATTHEW K	%EDDIE & MICHELLE MAYERS

081-01 -00-091	LOCKLEAR ROBIN DIANE	
081-01 -00-092	OKATIE PARK ASSOCIATES LLC	
081-01 -00-093	OKATIE PARK ASSOCIATES LLC	
081-01 -00-094	POULOS GEORGE A & ROBERTA C	SURVIVORSHIP
081-01 -00-095	HOWDEN SUSAN	
081-01 -00-096	OKATIE PARK ASSOCIATES LLC	
081-01 -00-097	OKATIE PARK ASSOCIATES LLC	
081-01 -00-098	LOPEZ ERIK & WHITNEY HOLLEY	LOPEZ JTWROS
081-01 -00-099	OKATIE PARK ASSOCIATES LLC	
081-01 -00-100	MATHIS DANIEL	
081-01 -00-101	OKATIE PARK ASSOCIATES LLC	
081-01 -00-102	DOOLEY BRENDA J	% BANK OF AMERICA
081-01 -00-103	OKATIE PARK ASSOCIATES LLC	
081-01 -00-104	GORDON KIMBERLY & KRISTOPHER	SURVIVORSHIP
081-01 -00-105	EGGLESTON CHARLES BAILEY	
081-01 -00-106	OKATIE PARK ASSOCIATES LLC	
081-01 -00-107	OKATIE PARK ASSOCIATES LLC	
081-01 -00-108	OKATIE PARK ASSOCIATES LLC	
081-01 -00-109	OKATIE PARK ASSOCIATES LLC	
081-01 -00-110	OKATIE PARK ASSOCIATES LLC	
081-01 -00-111	OKATIE PARK ASSOCIATES LLC	
081-01 -00-112	OKATIE PARK ASSOCIATES LLC	
081-01 -00-113	OKATIE PARK ASSOCIATES LLC	
081-01 -00-114	OKATIE PARK ASSOCIATES LLC	
081-01 -00-115	BEAUFORT-JASPER WATER SEWER	
081-01 -00-116	OKATIE PARK ASSOCIATES LLC	
081-01 -00-117	OKATIE PARK ASSOCIATES LLC	
081-01 -00-118	OKATIE PARK ASSOCIATES LLC	
081-01 -00-119	OKATIE PARK ASSOCIATES LLC	
081-01 -00-120	OKATIE PARK ASSOCIATES LLC	
082-00 -01-002	REYNOLDS ROAD LLC	
082-00 -01-003	HOUSTON ELIZA	% LOUISE HOBBS
082-00 -01-003	HOUSTON ELIZA	% LOUISE HOBBS
082-00 -01-004	WASTE MANAGEMENT OF	SOUTH CAROLINA INC
082-00 -01-006	SEMKEN BARRY T & DONNA SURV	
082-00 -02-001	SEABOARD COASTLINE RR CO	% KERRY CARNAHAN
082-00 -02-002	MCDONALD JULIA HEIRS	%JOE L BEATON & JOHNESE TAYLOR
082-00 -02-002	MCDONALD JULIA HEIRS	%JOE L BEATON & JOHNESE TAYLOR
082-00 -02-003	HOUSTON RENTY SR HRS ETAL	% GEORGE BETTERSON
082-00 -02-004	STROBHART EDGAR	% IDA JOHNSON ADAMS

082-00 -02-004	STROBHART EDGAR	% IDA JOHNSON ADAMS
082-00 -02-005	MOORE JAMES E	
082-00 -02-006	WASTE MANAGEMENT OF	SOUTH CAROLINA INC
082-00 -02-007	BEATON ROBERT & ELWIN	C/O RALPH S LEE
082-00 -02-008	PINKCNEY HENRIETTA ETAL	
082-00 -02-009	BEATON P M ETAL	% JOSEPH WHITE
082-00 -02-010	PINCKNEY HENRIETTA ESTATE	% ETHEL JONES & ETAL
082-00 -02-011	FORFEITED LAND COMMISSION	
082-00 -02-012	SHINES DAISY	% FREDDIE L & SHARON M FRAZIER
082-00 -02-013	SCOTT GLENN	
082-00 -02-014	BAUER & BAUER	
082-00 -02-015	WASTE MANAGEMENT OF S C INC	
082-00 -02-016	SAXTON CRAIG	% CAPITAL ADVANTAGE FINANCE
082-00 -02-017	SEABOARD COASTINE RAILROAD CO	TAX DEPT
082-00 -02-018	HOUSTON RENTY SR HRS ETAL	C/O GEORGE BETTERSON
082-00 -02-019	SEABOARD COASTLINE RR CO	TAX DEPT
082-00 -03-001	MOODY JEFFREY D &	VICTORIA A MOODY SURV
082-00 -03-002	FRAZIER ABRAHAM HEIRS	C/O BEATRICE BAILEY
082-00 -04-001	BEATON ELWIN HEIRS	% WILBUR BEATON
082-00 -04-002	BEATON JOE LOUIS	
082-00 -04-003	BEATON NAZARINE	
082-00 -05-003	BENTON JOHN C & MARLON SHEFFIELD	
082-00 -05-004	CHELSEA PLANTATION PARTNERS	
083-00 -05-002	BOLAN HALL LLC	% BESSEMER TRUST ATTN CARDONE
098-00 -00-001	BEAUFORT JASPER CNTY	WATER AUTHORITY
098-00 -00-002	LOWBOTTOM BAPTIST CHURCH	% ERNEST BOLDEN
098-00 -00-003	S C ELECTRIC & GAS CO	LAND DEPT MZ6
098-00 -00-004	TIDELANDS BANK	
098-00 -00-005	MALPHRUS ROBERT M III & ANNA R	JTWROS
098-00 -00-006	F&D LLC	
098-00 -00-007	SUBURBAN PROPANE L P	
098-00 -00-008	TIDELANDS BANK	
098-00 -00-009	HAZZARD CREEK LLC	%JIM HOLDEN
098-00 -00-010	BERGMANN JENNIFER R & KIMBERLY	D ROGERS SURVIVORSHIP
098-00 -00-011	CZURA WALTER M	
098-00 -00-012	CZURA WALTER M	
098-00 -00-013	DRAYTON-PARKER COMPANIES LLC	
098-00 -00-015	SUBURBAN PROPANE L P	
098-00 -00-016	JENCO LLC	
098-00 -00-017	SUBURBAN PROPANE L P	

098-00 -00-018	HAZZARD CREEK VILLAGE POA INC	% MARLIN OUTDOOR
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**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER  
ORDINANCE 2019-  
AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

**THIRD READING – SUBJECT TO AMENDMENT**

**TO PROVIDE FOR THE LEVY OF TAX FOR PUBLIC PURPOSES IN JASPER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1<sup>ST</sup>, 2019 AND ENDING JUNE 30<sup>TH</sup> 2020 AND TO MAKE APPROPRIATIONS FOR SAID PURPOSES; TO ADOPT AND APPROVE THE JASPER COUNTY CAPITAL AND OPERATIONS BUDGET FOR FY 2019-2020; TO ADOPT AND APPROVE THE JASPER COUNTY SCHOOL DISTRICT CAPITAL AND OPERATIONS BUDGET FOR FY 2019-2020; TO PROVIDE FOR THE LEVY OF TAXATION FOR FY 2019-2020; TO LIMIT THE DISBURSEMENTS BY THE COUNTY TREASURER TO THOSE APPROPRIATED BY LAW; TO PROVIDE THAT EXPENDITURES NOT EXCEED APPROPRIATIONS; TO AUTHORIZE TAX ANTICIPATION NOTES; TO MAKE AUTHORIZATION OF CERTAIN TRANSFERS; TO PROVIDE FOR CONTINUING APPROPRIATIONS FOR SUBSEQUENT YEARS; TO REQUIRE CERTAIN AGENCIES AND DEPARTMENTS TO FILE ACCOUNTINGS; TO REQUIRE THE TREASURER TO SIGN GENERAL FUND CHECKS; TO PROVIDE SPECIAL RULES FOR TRAVEL AND TRAINING DISBURSEMENTS; TO PROVIDE FOR TRAVEL REIMBURSEMENTS; TO PROVIDE COMPLIANCE WITH ACT NO. 317 OF 1990; TO PROVIDE CERTAIN BENEFITS TO COUNCIL MEMBERS; TO PROVIDE FOR COUNTY COMMISSION AND COMMITTEE STIPENDS; TO PROVIDE FOR JURY MILEAGE; TO ADOPT PROPERTY VALUES; AND TO PROVIDE FOR EFFECTIVE DATE OF THIS ORDINANCE.**

**BE IT ORDAINED** by the Jasper County Council in council duly assembled and by the authority of the same:

**SECTION 1. Appropriation for Jasper County Capital and General Operations Budget.** There is hereby appropriated from revenues to be collected from the stated sources the following sums for the Jasper County Capital and Operational needs and for the purposes set forth for fiscal year 2019 – 2020:

**JASPER COUNTY  
CAPITAL AND GENERAL OPERATIONS BUDGET  
FISCAL YEAR 2019-2020**

**REVENUES**

**APPROPRIATIONS**

County Property Tax Levy \$ 19,560,931	Emergency Service	\$ 9,680,400
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[Back to Agenda](#)

**THIRD READING – SUBJECT TO AMENDMENT**

<b>L.O.S.T. (Sales Tax)</b>	<b>\$ 3,500,000</b>	<b>Detention</b>	<b>\$ 3,229,200</b>
<b>Fee in Lieu</b>	<b>\$ 1,900,000</b>	<b>Sheriff</b>	<b>\$ 4,034,900</b>
<b>State Aid</b>	<b>\$ 1,030,000</b>	<b>Engineering Services</b>	<b>\$ 2,450,850</b>
<b>Cash Carry Forward</b>	<b>\$ 2,500,000</b>	<b>Agency Appropriations</b>	<b>\$ 1,251,339</b>
<b>All Other Revenues</b>	<b>\$ 2,613,444</b>	<b>All Others</b>	<b>\$10,457,686</b>
<b>-----</b>		<b>-----</b>	
<b>Total</b>	<b>\$ 31,104,375</b>	<b>Total</b>	<b>\$ 31,104,375</b>
<b>County Debt Tax Levy</b>	<b><u>\$ 1,653,034</u></b>	<b>County Debt</b>	<b><u>\$ 1,653,034</u></b>
<b>County Grand Total</b>	<b>\$ 32,757,409</b>	<b>County Grand Total</b>	<b>\$ 32,757,409</b>

The detailed Operations Budget containing line by line accounts by department and /or agency is hereby adopted as part of this Ordinance. Management of individual accounts for the functions of elected officials shall be the responsibility of that elected official.

**SECTION 2. Appropriation for Jasper County School District Capital and General Operations Budget.** There is hereby appropriated to the School Operations Budget the remaining non-appropriated funds collected through School District ad valorem taxation in Fiscal Year 2018-2019. There is further hereby appropriated from revenues to be collected from the stated sources the following sums for the Jasper County School District Capital and Operational needs and for the purposes set forth for fiscal year 2019 – 2020:

**JASPER COUNTY SCHOOL DISTRICT  
CAPITAL AND GENERAL OPERATIONS BUDGET  
FISCAL YEAR 2019-2020**

**REVENUES**

**APPROPRIATIONS**

<b>School Property</b>		<b>School District</b>	<b>Operations Tax Levy</b>
<b>\$ 16,965,495</b>	<b>Operations Tax Levy</b>	<b>\$ 16,965,495</b>	
<b>School Debt</b>	<b><u>\$ 3,443,821</u></b>	<b>School Debt</b>	<b><u>\$ 3,443,821</u></b>
<b>School Grand Total</b>	<b>\$ 20,409,316</b>	<b>School Grand Total</b>	<b>\$ 20,409,316</b>

**SECTION 3. Levy.** There is hereby levied upon the taxable property of Jasper County a sufficient number of mills by the County Council from assessment of the property therein which, together with fines, forfeitures and taxes collected by various tax offices and all income of the County shall raise the amount therein appropriated and for the purpose herein stated.

	<b>Millage</b>
County (less Emergency Services)	85.00
Emergency Services	57.00
County Debt	12.00
School	166.00
School Debt	<u>25.00</u>
Total Mills	345.00

Cherry Point Fire District	32.00
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### **THIRD READING – SUBJECT TO AMENDMENT**

**SECTION 4. Disbursement by Treasurer.** The Treasurer is directed to disburse to or on behalf of the activities described in Sections 1 and 2 no more than the amount appropriated and to hold all additional revenues referred to herein pending future appropriation by the County Council. In the event that the actual collection of revenue shall be less than the appropriations made in Section 1 or 2, then appropriations shall be reduced to a sum equal to the amount of revenue actually collected.

**SECTION 5. Expenditures Not to Exceed Appropriations.** Expenditures shall not exceed appropriations without the consent of the County Council. County Council authorization to amend the budget shall be ratified by ordinance through a budget amendment.

**SECTION 6. Tax Anticipation Notes Authorized.** For the purpose of paying in cash for the foregoing and all other general ordinary County expenses for Fiscal Year 2019-2020 as authorized by this ordinance or by any other appropriation ordinance hereafter passed in and for said fiscal year, the County Council of Jasper County is hereby authorized, empowered, and directed to borrow from time to time as may be necessary on the official note or notes of Jasper County, or other evidence or evidences of indebtedness, in anticipation of the collection of the taxes herein levied, provided that all loans made from private persons, firms, or corporations shall not exceed \$6,000,000 in the aggregate. Such borrowing shall be sold in such manner and upon such terms as the County Administrator shall deem in the best interest of Jasper County, upon the advice of the County's financial advisor and counsel. Such borrowing may take the form of a public or private sale, as deemed appropriate by the Administrator. Such sum or sums so borrowed shall constitute a valid and prior claim against the said taxes herein levied and against Jasper County, and shall also be secured by a pledge of the full faith, credit, and taxing power of Jasper County. The Administrator, and any other officers or staff of Jasper County as are deemed by the Administrator necessary or convenient to the accomplishment of the borrowing authorized herein, are hereby authorized to execute all agreements, contracts, certificates, undertakings, disclosures, and other documentation as is convenient or necessary to facilitate such borrowing.

**SECTION 7. Authorization of Transfers.**

(a) The Administrator is hereby authorized to transfer up to \$5,000.00 from within divisions to meet any line item overage of unforeseen expenditure.

(b) Except as provided in Subsection 7 (a), Budget transfers from one division to another division shall be approved by the County Council.

**SECTION 8. Continuing Appropriations for Subsequent Year.** Should the County Council in any subsequent year fail to enact an appropriation ordinance for Jasper County, the appropriation and tax levy herein set forth shall be the appropriation ordinance for such subsequent year for Jasper County.

**SECTION 9. Agencies and Departments to File Accounting.** Agencies or departments receiving appropriated funds under this ordinance, at the County Council's request, shall file an accounting for use of such funds. This accounting shall be available for examination or inspection by the citizens of Jasper County.

**SECTION 10. Treasurer to Sign Checks.** The Jasper County Treasurer shall sign all general fund checks.

### **THIRD READING – SUBJECT TO AMENDMENT**

**SECTION 11. Special Rules for Travel and Training Disbursements.** The elected officials or department heads who receive an annual appropriation for travel and training shall be required to present an itemized statement and all appropriate receipts for reimbursement of the same. No official or department head shall be reimbursed in excess of their annual appropriation unless such expenditures are approved in advance by the County Administrator.

**SECTION 12. Travel Reimbursements.** All Jasper County employees who have reason to travel outside of Jasper County on official County business shall be reimbursed for same with respect to the County mileage rate which is based on the current IRS rate for mileage and the latest approved meal schedule ( breakfast \$10.00. lunch \$18.00 and dinner \$32.00). Per Diem can be paid in advance with proper documentation submitted to the finance office. All out of state travel must be approved in advance by the County Administrator.

**SECTION 13. Compliance with Act No. 317 of 1990.** Section I of the Fiscal Year 2019–2020 Budget Ordinance contains provisions for the rollback against County property tax of \$2,500,000 of local option sales tax revenue for the fiscal year 2019-2020. The \$2,500,000 meets or exceeds the amount required as rollback in Act No. 317, 1990 Acts and Joint Resolutions 1822. All other local option tax discount revenue shall become general fund expenditures, as budgeted in the Fiscal Year 2019-2020 Budget. The local option sales tax discount factor for Fiscal Year 2019-2020 shall be .000961 which determines the amount of discount on individual tax bills. The factor was determined by using the formula proscribed by Act No. 317, 1990 Acts and Joint Resolutions 1822.

**SECTION 14. Council Member Benefits.** The Council Members wishing to be on the County Health Insurance Plan may do so under the same guidelines as the other County employees. Council Members, who do not choose to be on the County's Health Insurance Plan, may be compensated with additional benefits not to exceed the value of a County employee's health insurance benefit paid by the County. Additional benefits that may be offered in lieu of health insurance include, but are not limited to, life insurance, dental insurance, existing 401K, new 401K accounts, existing IRA accounts or new IRA accounts, deferred compensation and credit union. These benefits will be limited to those plans already in place by the County and the County Administrator will have full discretion as to which benefits are offered. These benefits may not be exchanged for monetary compensation under any circumstances.

**SECTION 15. Commission and Committee Stipends.** This budget ordinance limits the payment of stipends to members of the Jasper County Planning Commission to one stipend per month in the amount of \$100.00, and to members of the Jasper County Transportation Committee to one stipend per month in the amount of \$75.00. These stipends shall be paid providing the member attends the scheduled meeting. The chairman of the Jasper County Transportation Committee to receive one stipend per month in the amount of \$100.00 per month providing he attends the scheduled meeting. A quorum of the committees must be in attendance at the scheduled meeting for the stipend to be paid. The assessment appeals board members will be paid an annual stipend of \$500.00.

**SECTION 16. Juror Mileage.** The Clerk of Court is hereby authorized and required to reimburse jurors for mileage for each day's attendance upon court at the current IRS rate for mileage.

**SECTION 17. Property Values adopted.** The property values established by the County Auditor, County Assessor and the South Carolina Department of Revenue, based on Dec. 31, 2018, valuation date are adopted and ordered implemented for tax year 2019.

**THIRD READING – SUBJECT TO AMENDMENT**

**SECTION 18. Effective Date.** This ordinance shall take effect on July 1, 2019.

**Jasper County Council**

BY:

\_\_\_\_\_  
**D. Thomas Johnson, Chairman**

\_\_\_\_\_  
**Henry Etheridge, Vice Chairman**

\_\_\_\_\_  
**Barbara Clark, Councilwoman**

\_\_\_\_\_  
**L. Martin Sauls IV, Councilman**

\_\_\_\_\_  
**Curtis Brantley, Councilman**

**ATTEST:**

\_\_\_\_\_  
**Amanda Steinmeyer,  
Clerk to Council**

**First Reading:** 5/20/2019

**Second Reading:** 6/3/2019

**Public Hearings:** 6/3/2019

**Adopted:** \_\_\_\_\_

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David Tedder**

\_\_\_\_\_  
**Date**

